

DEPARTMENT OF EDUCATION

PROCUREMENT AND CONTRACTS BRANCH

FEBRUARY 23, 2010

ADDENDUM A

TO

INVITATION FOR BIDS

**IFB D10-115**

TO

FURNISH AND DELIVER

PROTEINS AND BREAKFAST PRODUCTS

TO

VARIOUS DOE CAFETERIAS

STATEWIDE

This addendum is hereby issued for the following:

Attached are the results of products that were submitted for pre-qualification via the data submissions sheets.

**If your product has been deemed “Approved” you must submit a case of your sample to the following below:**

**Wednesday, March 10, 2010, between 9:00 a.m. and 11:00 a.m.,** interested parties must deliver one (1) case of the qualified product to the Moanalua High School Cafeteria at 2825 Ala Ilima Street., Honolulu, Oahu, 96818.

**Thursday, March 11, 2010, starting at 9:00 a.m.** the DOE school food service managers will conduct taste testing and evaluation of pre-approved products at the Moanalua High School Cafeteria.

**Fillable spreadsheets will be sent to all registered vendors at a later date.**

Data Submission Forms-Evaluation Results  
IFB D10-115 Protein and Breakfast Products

Item No.	Description	Rep. Co.	Brand/Manufacturer	Product Code	CN Label #	Approved	Rejected	Pending
1	Beef Patty	Innovative Foods	Advance Foods	CN155-425-20	070293	X		
		Integrated Food	Hot off the Grill	C12225B				X
		JTM	JTM	5661CE	074153	X		
		King's Command	King's Command	CN1125	??		X	
		Palama Meat	May's	362001	053628	X		
		Pierre Foods	Pierre Foods	9112	062245		X	
2	Meatballs	Innovative Foods	Advance Foods	CN3-17-405-20	074200	X		
		Innovative Foods	Advance Foods	CN17-505-0	076102		X	
		Integrated Food	Hot off the Grill	N22050B				X
		JTM	JTM	5048CE	075580	X		
		Palama Meat	May's	362018 (?)	067913		X	
		Pierre Foods	Pierre Foods	9373	069120		X	
3	Meatloaf Patty	Innovative Foods	Advance Foods	CN56303-0	074508	X		
		Integrated Foods	Hot off the Grill	N33300B				X
		JTM	JTM	5631CE	073050	X		
		Palama Meat	May's	362005	068159	X		
		Pierre Foods	Pierre Foods	3825	060140	X		
4	Burrito, Beef & Bean	LH Gamble	Butcher Boy	1311001	061276	X		
		MCI Foods	Los Cablos	00575 CN	061472	X		
		Rainbow Sales	Fernando's	9031	072926		X	
5	Chicken Nuggets, Breaded	Brakebush Brothers	Brakebush Brothers	5622	067369	X		
		Brakebush Brothers	Brakebush Brothers	5636	073564		X	
		House of Raeford	House of Raeford	20161			X	
		House of Raeford	House of Raeford	20191			X	
		Innovative Foods	Advance Foods	CN24506-0	074881	X		
		Pierre Foods	Pierre Foods	1598	75368		X	
		Rainbow Sales	Foster Farms	96185	056524		X	
		Rainbow Sales	Foster Farms	96214	069852	X		
		Tyson Foods	Tyson Foods	2343-928	069032		X	
		Tyson Foods	Tyson Foods	3766-928	070009		X	
		Tyson Foods	Tyson Foods	9410-928	070008	X		
6	Chicken Nuggets, Unbreaded	Pierre Foods	Pierre Foods	9832	072794	X		
7	Chicken Patty, Breaded	Brakebush Brothers	Brakebush Brothers	5912	067370	X		
		House of Raeford	House of Raeford	20171			X	
		Innovative Foods	Advance Foods	CN24530-0	075850	X		
		Innovative Foods	Advance Foods	CN33-530-0			X	
		Pierre Foods	Pierre Foods	63330 CN	073783	X		
		Rainbow Sales	Foster Farms	96213	069851	X		
		Rainbow Sales	Foster Farms	96184			X	
		Tyson Foods	Tyson Foods	2517-928	063527		X	
		Tyson Foods	Tyson Foods	1586-928	063471		X	
8	Chicken Patty, Unbreaded	Brakebush Brothers	Brakebush Brothers	5990	076176		X	
		Pierre Foods	Pierre Foods	9835	036868	X		
		Tyson Foods	Tyson Foods	15476-328	074972	X		
		Tyson Foods	Tyson Foods	60102-571	069033		X	
		Tyson Foods	Tyson Foods	3860-328	062807		X	
9	Chicken Sticks, Breaded	Brakebush Brothers	Brakebush Brothers	5635	072199	X		
		Pierre Foods	Pierre Foods	1881	075504	X		
10	Chicken Strips Unbreaded	Tyson Foods	Tyson Foods	4857-928	069252	X		
11	Corn Dog On-Stick, Whole Grain	Rainbow Sales	Foster Farms	95150	074112	X		

Data Submission Forms-Evaluation Results  
IFB D10-115 Protein and Breakfast Products

Item No.	Description	Rep. Co.	Brand/Manufacturer	Product Code	CN Label #	Approved	Rejected	Pending
12	Egg Roll, Turkey	Rainbow Sales	Schwan's, Minh	69497	074827	X		
13	Fish, Portion, Batter Fried	Nat'l Fish&Seafood Rainbow Sales Rainbow Sales	Nat'l Fish&Seafood Interstate Seafood Trident Seafood	22800 412303 476854	074122 060767 060767	X X X		
14	Fish Portion, Breaded Square	Good Harbor Fillet Rainbow Sales Rainbow Sales	Lil' Fisherman Trident Seafood Interstate Seafood	22697 461792 412296	065638 060530 071105	X  X	 X 	
15	Frankfurter, Beef	Foodservice Hawaii Mahalo Food	Kelly Eisenberg Sugardale	108 0890	 070361	 X		X
16	Pork Patty, Breaded, Pork Chop Shaped	Innovative Foods JTM King's Command Pierre Foods	Advance Foods JTM King's Command Pierre Foods	CN3-46-30-0 5694CE CN6735 3801	065839 075865 030105 073666	X X  X	  X 	
17	Pork Patty w/BBQ Rib Shaped	Innovative Foods JTM King's Command Pierre Foods	Advance Foods JTM King's Command Pierre Foods	CN20481-761 5690CE CN715 1805	 075861 029697 060745	 X  X	X  X 	
18	Vegetable Patty	Rainbow Sales WENS Brokerage	MS/Gardenburger Chef's Corner	84059-71116 ASW-006	074140	X  	 X 	
19	Turkey Ham	House of Raeford Rainbow Sales	House of Raeford Foster Farms	18510 6845	 060926	 X	X 	
20	Turkey Pastrami	House of Raeford Rainbow Sales	House of Raeford Foster Farms	94290 6829	 060927	 X	X 	
21	Cheese, Mozz., Shredded	Innovative Foods Rainbow Sales	Gardenia Crystal Farms	2912 300047	 	 X		
22	Cheese, American Pasteur./Proc/Sliced	Quality Groceries	Schreiber	13364		X		
23	Pepperoni, Sliced, Lowfat	Tyson Foods	Tyson Foods	104583-282	076137	X		
24	Breakfast Chicken Patty, Breaded	Brakebush Brothers Pierre Foods Tyson Foods	Brakebush Brothers Pierre Foods Tyson Foods	5902 63115CN 5778-328	071436 073945 063666	X X X		
25	Brakfast Chicken Patty, hotdog shape	Brakebush Brothers	Brakebush Brothers	5868	070815	X		
26	Frankfurter, Beef Mini Sliders	Foodservice Hawaii	Kelly-Eisenberg	154	076300	X		
28	Breakfast Sausage, Turkey Links	House of Raeford Innovative Foods Jones Dairy Farm	House of Raeford Jimmy Dean Jones Dairy Farm	47201 19669 018630	071427 069658 054509	X X X		
29	Breakfast Sausage, Poultry Patty	House of Raeford Innovative Foods Jones Dairy Farm	House of Raeford Jimmy Dean/Sara Jones Dairy Farm	47190 14106 018738	 065757 054510	 X X	X 	
30	Breakfast Sausage, Pork Patty	Innovative Foods Jones Dairy Farm JTM	Jimmy Dean Jones Dairy Farm JTM	29667 018740 5674CE	066476 045448 076895	 X 	X X	

Data Submission Forms-Evaluation Results  
IFB D10-115 Protein and Breakfast Products

Item No.	Description	Rep. Co.	Brand/Manufacturer	Product Code	CN Label #	Approved	Rejected	Pending
		Pierre Foods	Pierre Foods	3850	051072	X		
31	Bagels, Regular,	Innovative Foods	Sara Lee	8029		X		
	Sliced	Rainbow Sales	Burby	87027		X		
		Tony Roberts Co.	Tony Roberts Co.	11401		X		
		WENS Brokerage	JSB	99129		X		
32	Breakfast Pocket	Rainbow Sales	Nestle	43695-02300	070230	X		
	Pizza (Cheese)							
33	English Muffin,	Innovative Foods	Sara Lee	8111		X		
	Sliced	Rainbow Sales	Thomas	94015		X		
34	French Toast,	Ralcorp Froz. Bakery	Krusteaz	0686151 60325		X		
	Whole Grain							
35	French Toast,							
	Whole Grain Sticks							
36	Pancake, Regular,	Ralcorp Froz. Bakery	Krusteaz	068615 80349		X		
	Whole Wheat/Grain							
37	Pancake, Mini	General Mills	Pillsbury/GM	18000-31519			X	
	Whole Wheat							
38	Pancake & Sausage	Innovative Foods	State Fair	70481	074735	X		
	on a Stick	Rainbow Sales	Foster Farms	96087	074096		X	
		Rainbow Sales	Foster Farms	95121	069482	X		
		Rainbow Sales	Foster Farms	96113	074096	X		
39	Pancake & Sausage	Innovative Foods	State Fair	72481	074975	X		
	on a Stick, Blueberry	Rainbow Sales	Foster Farms	96112	076738	X		
40	Quesadilla,							
	Whole Wheat							
41	Waffle, Whole Wheat	LH Gamble	Smuckers	33506		X		
	Cinnamon flavored	Rainbow Sales	Belgian Chef	43695-00253			X	
42	Waffle, Regular	Rainbow Sales	Belgian Chef	43695-00253			X	
	Whole Wheat/Grain	Ralcorp Froz. Bakery	Krusteaz	0686151 40321		X		

**REGISTRATION FORM**  
**FOR ONLINE**  
**INVITATION FOR BIDS (IFBs) and**  
**REQUESTS FOR PROPOSALS (RFPs)**

Offerors interested in responding to this solicitation may do so by using the electronic solicitation posted on the Procurement Notice System (PNS) website. Offeror must first register itself by completing and submitting this form. Offeror shall then print a hard copy of the solicitation.

IFB / RFP Number:	<b>IFB D10-115</b>
IFB / RFP Title:	<b>FURNISH AND DELIVER PROTEIN AND BREAKFAST PRODUCTS</b>
IFB / RFP Deadline:	
Name of Company:	
Mailing Address:	
Name of Contact Person:	
Contact's Email Address:	
Telephone No. / Facsimile No.:	

This form must be e-mailed to [Louise\\_Yasuda@notes.k12.hi.us](mailto:Louise_Yasuda@notes.k12.hi.us) or faxed to (808) 675-0133 prior to the deadline for bid/proposal submittal.

**If Offeror fails to register, Offeror will not receive any addenda and/or other procurement notices; its offer may therefore be rejected and not considered for award.**

Upon request, the DOE will provide potential Offerors a hard copy of the solicitation.

STATE OF HAWAII  
DEPARTMENT OF EDUCATION  
PROCUREMENT AND CONTRACTS BRANCH

FEBRUARY 8, 2010

INVITATION FOR BIDS

**No. D10-115**

SEALED BIDS

TO

FURNISH AND DELIVER

PROTEIN AND BREAKFAST PRODUCTS

TO

VARIOUS DOE CAFETERIAS

STATEWIDE

will be received up to and opened at 2:00 p.m.

on

**APRIL 7, 2010**

at the Department of Education, Procurement Office, Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797. Bids received after the established deadline will not be considered.

Requests for consideration of "Pre-qualified Acceptable Products", will be received up to **4:00 p.m. on Thursday, February 18, 2010**, in the DOE, Procurement Office, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797. (Please see page SC-5 regarding this process) Samples of products approved for testing and consideration will be received between **9:00 a.m. and 11:00 a.m. Wednesday, March 10, 2010 at the Moanalua High School Cafeteria, 2825 Ala Ilima Street, Honolulu, Oahu 96818**. Testing and evaluation will be held on **Thursday, March 11, 2010**, starting at 9:00 a.m. by School Food Service Managers.

All bidders are required to submit the original bid document in its entirety. In addition, an electronic version of all Offer pages shall be emailed to [Louise\\_Yasuda@notes.k12.hi.us](mailto:Louise_Yasuda@notes.k12.hi.us) **after the established deadline for bid opening** for preparation of the abstract. To facilitate public disclosure of offers, electronic copies of the abstract shall be distributed to companies that have registered for the online solicitation; electronic copies of the abstract will also be available upon request to other interested parties.

Questions relating to this bid solicitation may be directed to Ms. Louise Yasuda at telephone (808) 675-0130, facsimile (808) 675-0133 or via email at [Louise\\_Yasuda@notes.k12.hi.us](mailto:Louise_Yasuda@notes.k12.hi.us)

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Name of Company

**FURNISH AND DELIVER PROTEIN AND BREAKFAST PRODUCTS  
TO VARIOUS DOE CAFETERIAS STATEWIDE  
IFB D10-115**

Chief Procurement Officer  
State of Hawaii, Department of Education  
Honolulu, Hawaii 96813

To Whom It May Concern:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications, Special Conditions, and General Conditions attached hereto and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned represents: **(Check ☒ one only)**

- ☐ A **Hawaii business** incorporated or organized under the laws of the State of Hawaii; **OR**
- ☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii.

State of incorporation: \_\_\_\_\_

Bidder is: ☐ Sole Proprietor ☐ Partnership ☐ Corporation ☐ Joint Venture ☐ Other \_\_\_\_\_

Federal I.D. No.: \_\_\_\_\_ Hawaii General Excise Tax License I.D. No.: \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Business address (street address): \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Date: \_\_\_\_\_

Respectfully submitted:

Telephone No.: \_\_\_\_\_

\_\_\_\_\_  
Authorized (Original) Signature

Fax No.: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Type or Print)

E-mail Address: \_\_\_\_\_

\* \_\_\_\_\_  
**Exact Legal Name of Company (Bidder)**

\*If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed: \_\_\_\_\_

The following bid is hereby submitted:

Item No.	OAHU Description	Unit	12-month Estimated Quantity	Manufacturer/Brand Name & Product Code	*Unit Bid Price	Total Bid Price		Units per case	Price per Case	**Peanut extract, etc. (Y/N)
1	(Beef) Patty	serving	614,407							
2	(Beef) Meatballs - flame broiled	serving	571,291							
3	(Beef) Meatloaf Patty	serving	17,757							
4	Burrito, Beef and Bean	serving	571,291							
5	Chicken Nuggets, Breaded	serving	609,484							
6	Chicken Nuggets, Unbreaded	serving	14,470							
7	Chicken Patty, Breaded	serving	1,673,778							
8	Chicken Patty, Unbreaded	serving	95,670							
9	Chicken Sticks, Breaded	serving	626,584							
10	Chicken Strips, Unbreaded	serving	248,605							
11	Corn Dog On-Stick, whole grain	serving	322,686							
12	Egg Roll, Turkey & VPP	serving	571,291							
13	Fish, Portion, Batter Fried	serving	448,871							
14	Fish, Portion, Breaded (Square)	serving	71,030							
15	Frankfurters, Beef	serving	832,650							
16	Pork Patty, Breaded (pork chop shaped)	serving	363,850							
17	Pork Rib-Shaped Patty, with BBQ Sauce	serving	17,757							

\* Unit bid price shall be rounded up to the nearest thousandth of a cent (i.e. 3 decimal places or .000)



The following bid is hereby submitted:

Item No.	OAHU Description	Unit	12-month Estimated Quantity	Manufacturer/Brand Name & Product Code	*Unit Bid Price	Total Bid Price		Units per case	Price per Case	**Peanut extract, etc. (Y/N)
18	Vegetable Patty	serving	58,730							
19	Turkey Ham, Fully Cooked, Smoked	lb.	123,064							
20	Turkey Pastrami, Whole	lb.	90,176							
21	Cheese, Mozzarella, Shredded	lb.	111,975							
22	Cheese, Pasteurized Process American, Ribbon Sliced	lb.	24,300							
23	Pepperoni, Sliced, Lowfat	lb.	7,942							
24	Breakfast Chicken Patty, Breaded	serving	248,906							
25	Breakfast Chicken Patty, Breaded, Hotdog-Shape	serving	359,492							
26	Frankfurter, Beef, Mini Sliders	serving	248,906							
27	(Pork) Sausage, Portuguese, Sliced	serving	539,238							
28	Sausage, Turkey Links	serving	359,492							
29	Sausage, Poultry Patty (Breakfast)	serving	359,492							
30	Sausage, Pork Patty (Breakfast)	serving	179,746							
31	Bagels, Regular Sliced	serving	248,906							
32	Breakfast Pocket Pizza (Cheese)	serving	385,170							
33	English Muffin, Sliced	serving	179,746							

\* Unit bid price shall be rounded up to the nearest thousandth of a cent (i.e. 3 decimal places or .000)

The following bid is hereby submitted:

Item No.	OAHU Description	Unit	12-month Estimated Quantity	Manufacturer/Brand Name & Product Code	*Unit Bid Price	Total Bid Price		Units per case	Price per Case	**Peanut extract, etc. (Y/N)
34	French Toast, Whole Grain, Square	serving	233,680							
35	French Toast, Whole Grain, Sticks	serving	150,306							
36	Pancake, Regular, Whole Wheat/Whole Grain	serving	179,746							
37	Pancake, Whole Wheat, Mini	serving	179,746							
38	Pancake and Sausage-on-Stick	serving	69,160							
39	Pancake, Blueberry and Sausage-On-Stick	serving	110,586							
40	Quesadilla, Whole Wheat	serving	179,746							
41	Waffle, Whole Wheat, Cinnamon Flavored	serving	179,746							
42	Waffle, Whole Grain/Whole Wheat	serving	154,068							

\* Unit bid price shall be rounded up to the nearest thousandth of a cent (i.e. 3 decimal places or .000)

The following bid is hereby submitted:

Item No.	HAWAII Description	Unit	12-month Estimated Quantity	Manufacturer/Brand Name & Product Code	*Unit Bid Price	Total Bid Price		Units per case	Price per Case	**Peanut extract, etc. (Y/N)
1	(Beef) Patty	serving	130,260							
2	(Beef) Meatballs - flame broiled	serving	135,940							
3	(Beef) Meatloaf Patty	serving	16,210							
4	Burrito, Beef and Bean	serving	142,298							
5	Chicken Nuggets, Breaded	serving	133,615							
6	Chicken Nuggets, Unbreaded	serving	28,639							
7	Chicken Patty, Breaded	serving	272,865							
8	Chicken Patty, Unbreaded	serving	45,426							
9	Chicken Sticks, Breaded	serving	132,890							
10	Chicken Strips, Unbreaded	serving	48,630							
11	Corn Dog On-Stick, whole grain	serving	49,320							
12	Egg Roll, Turkey & VPP	serving	114,436							
13	Fish, Portion, Batter Fried	serving	81,633							
14	Fish, Portion, Breaded (Square)	serving	50,400							
15	Frankfurters, Beef	serving	153,566							
16	Pork Patty, Breaded (pork chop shaped)	serving	80,469							
17	Pork Rib-Shaped Patty, with BBQ Sauce	serving	16,210							

\* Unit bid price shall be rounded up to the nearest thousandth of a cent (i.e. 3 decimal places or .000)

The following bid is hereby submitted:

Item No.	HAWAII Description	Unit	12-month Estimated Quantity	Manufacturer/Brand Name & Product Code	*Unit Bid Price	Total Bid Price		Units per case	Price per Case	**Peanut extract, etc. (Y/N)
18	Vegetable Patty	serving	18,200							
19	Turkey Ham, Fully Cooked, Smoked	lb.	24,747							
20	Turkey Pastrami, Whole	lb.	20,495							
21	Cheese, Mozzarella, Shredded	lb.	21,392							
22	Cheese, Pasteurized Process American, Ribbon Sliced	lb.	8,700							
23	Pepperoni, Sliced, Lowfat	lb.	1,946							
24	Breakfast Chicken Patty, Breaded	serving	154,735							
25	Breakfast Chicken Patty, Breaded, Hotdog-Shape	serving	78,260							
26	Frankfurter, Beef, Mini Sliders	serving	55,749							
27	(Pork) Sausage, Portuguese, Sliced	serving	117,390							
28	Sausage, Turkey Links	serving	78,260							
29	Sausage, Poultry Patty (Breakfast)	serving	78,260							
30	Sausage, Pork Patty (Breakfast)	serving	39,130							
31	Bagels, Regular Sliced	serving	155,769							
32	Breakfast Pocket Pizza (Cheese)	serving	89,440							
33	English Muffin, Sliced	serving	39,130							

\* Unit bid price shall be rounded up to the nearest thousandth of a cent (i.e. 3 decimal places or .000)

The following bid is hereby submitted:

Item No.	HAWAII Description	Unit	12-month Estimated Quantity	Manufacturer/Brand Name & Product Code	*Unit Bid Price	Total Bid Price		Units per case	Price per Case	**Peanut extract, etc. (Y/N)
34	French Toast, Whole Grain, Square	serving	53,098							
35	French Toast, Whole Grain, Sticks	serving	29,622							
36	Pancake, Regular, Whole Wheat/Whole Grain	serving	39,130							
37	Pancake, Whole Wheat, Mini	serving	39,130							
38	Pancake and Sausage-on-Stick	serving	16,639							
39	Pancake, Blueberry and Sausage-On-Stick	serving	22,491							
40	Quesadilla, Whole Wheat	serving	39,130							
41	Waffle, Whole Wheat, Cinnamon Flavored	serving	39,130							
42	Waffle, Whole Grain/Whole Wheat	serving	39,130							

\* Unit bid price shall be rounded up to the nearest thousandth of a cent (i.e. 3 decimal places or .000)

The following bid is hereby submitted:

Item No.	MAUI Description	Unit	12-month Estimated Quantity	Manufacturer/Brand Name & Product Code	*Unit Bid Price	Total Bid Price		Units per case	Price per Case	**Peanut extract, etc. (Y/N)
1	(Beef) Patty	serving	74,990							
2	(Beef) Meatballs - flame broiled	serving	83,300							
3	(Beef) Meatloaf Patty	serving	23,800							
4	Burrito, Beef and Bean	serving	83,300							
5	Chicken Nuggets, Breaded	serving	76,000							
6	Chicken Nuggets, Unbreaded	serving	300							
7	Chicken Patty, Breaded	serving	149,940							
8	Chicken Patty, Unbreaded	serving	2,422							
9	Chicken Sticks, Breaded	serving	97,640							
10	Chicken Strips, Unbreaded	serving	104,085							
11	Corn Dog On-Stick, whole grain	serving	48,460							
12	Egg Roll, Turkey & VPP	serving	83,300							
13	Fish, Portin, Batter Fried	serving	62,475							
14	Fish, Portion, Breaded (Square)	serving	3,500							
15	Frankfurters, Beef	serving	120,000							
16	Pork Patty, Breaded (pork chop shaped)	serving	83,300							
17	Pork Rib-Shaped Patty, with BBQ Sauce	serving	13,600							

\* Unit bid price shall be rounded up to the nearest thousandth of a cent (i.e. 3 decimal places or .000)

The following bid is hereby submitted:

Item No.	MAUI Description	Unit	12-month Estimated Quantity	Manufacturer/Brand Name & Product Code	*Unit Bid Price	Total Bid Price		Units per case	Price per Case	**Peanut extract, etc. (Y/N)
18	Vegetable Patty	serving	9,000							
19	Turkey Ham, Fully Cooked, Smoked	lb.	10,710							
20	Turkey Pastrami, Whole	lb.	11,186							
21	Cheese, Mozzarella, Shredded	lb.	17,317							
22	Cheese, Pasteurized Process American, Ribbon Sliced	lb.	17,262							
23	Pepperoni, Sliced, Lowfat	lb.	1,200							
24	Breakfast Chicken Patty, Breaded	serving	23,228							
25	Breakfast Chicken Patty, Breaded, Hotdog-Shape	serving	46,456							
26	Frankfurter, Beef, Mini Sliders	serving	25,809							
27	(Pork) Sausage, Portuguese, Sliced	serving	98,077							
28	Sausage, Turkey Links	serving	51,618							
29	Sausage, Poultry Patty (Breakfast)	serving	72,268							
30	Sausage, Pork Patty (Breakfast)	serving	46,456							
31	Bagels, Regular Sliced	serving	18,067							
32	Breakfast Pocket Pizza (Cheese)	serving	79,494							
33	English Muffin, Sliced	serving	25,809							

\* Unit bid price shall be rounded up to the nearest thousandth of a cent (i.e. 3 decimal places or .000)

The following bid is hereby submitted:

Item No.	MAUI Description	Unit	12-month Estimated Quantity	Manufacturer/Brand Name & Product Code	*Unit Bid Price	Total Bid Price		Units per case	Price per Case	**Peanut extract, etc. (Y/N)
34	French Toast, Whole Grain, Square	serving	25,809							
35	French Toast, Whole Grain, Sticks	serving	0							
36	Pancake, Regular, Whole Wheat/Whole Grain	serving	24,000							
37	Pancake, Whole Wheat, Mini	serving	25,809							
38	Pancake and Sausage-on-Stick	serving	23,765							
39	Pancake, Blueberry and Sausage-On-Stick	serving	2,044							
40	Quesadilla, Whole Wheat	serving	23,228							
41	Waffle, Whole Wheat, Cinnamon Flavored	serving	25,809							
42	Waffle, Whole Grain/Whole Wheat	serving	25,809							

\* Unit bid price shall be rounded up to the nearest thousandth of a cent (i.e. 3 decimal places or .000)



The following bid is hereby submitted:

Item No.	MOLOKAI/LANAI Description	Unit	12-month Estimated Quantity	Manufacturer/Brand Name & Product Code	*Unit Bid Price	Total Bid Price		Units per case	Price per Case	**Peanut extract, etc. (Y/N)
1	(Beef) Patty	serving	8,724							
2	(Beef) Meatballs - flame broiled	serving	7,931							
3	(Beef) Meatloaf Patty	serving	2,500							
4	Burrito, Beef and Bean	serving	7,931							
5	Chicken Nuggets, Breaded	serving	7,931							
6	Chicken Nuggets, Unbreaded	serving	0							
7	Chicken Patty, Breaded	serving	15,862							
8	Chicken Patty, Unbreaded	serving	0							
9	Chicken Sticks, Breaded	serving	11,969							
10	Chicken Strips, Unbreaded	serving	12,000							
11	Corn Dog On-Stick, whole grain	serving	4,900							
12	Egg Roll, Turkey & VPP	serving	7,931							
13	Fish, Portin, Batter Fried	serving	7,931							
14	Fish, Portion, Breaded (Square)	serving	1,500							
15	Frankfurters, Beef	serving	11,919							
16	Pork Patty, Breaded (pork chop shaped)	serving	2,727							
17	Pork Rib-Shaped Patty, with BBQ Sauce	serving	866							

\* Unit bid price shall be rounded up to the nearest thousandth of a cent (i.e. 3 decimal places or .000)

The following bid is hereby submitted:

Item No.	MOLOKAI/LANAI Description	Unit	12-month Estimated Quantity	Manufacturer/Brand Name & Product Code	*Unit Bid Price	Total Bid Price		Units per case	Price per Case	**Peanut extract, etc. (Y/N)
18	Vegetable Patty	serving	2,500							
19	Turkey Ham, Fully Cooked, Smoked	lb.	7,137							
20	Turkey Pastrami, Whole	lb.	921							
21	Cheese, Mozzarella, Shredded	lb.	975							
22	Cheese, Pasteurized Process American, Ribbon Sliced	lb.	2,254							
23	Pepperoni, Sliced, Lowfat	lb.	90							
24	Breakfast Chicken Patty, Breaded	serving	2,614							
25	Breakfast Chicken Patty, Breaded, Hotdog-Shape	serving	5,810							
26	Frankfurter, Beef, Mini Sliders	serving	2,905							
27	(Pork) Sausage, Portuguese, Sliced	serving	14,790							
28	Sausage, Turkey Links	serving	7,128							
29	Sausage, Poultry Patty (Breakfast)	serving	6,984							
30	Sausage, Pork Patty (Breakfast)	serving	5,229							
31	Bagels, Regular Sliced	serving	3,600							
32	Breakfast Pocket Pizza (Cheese)	serving	9,212							
33	English Muffin, Sliced	serving	3,355							

\* Unit bid price shall be rounded up to the nearest thousandth of a cent (i.e. 3 decimal places or .000)

The following bid is hereby submitted:

Item No.	MOLOKAI/LANAI Description	Unit	12-month Estimated Quantity	Manufacturer/Brand Name & Product Code	*Unit Bid Price	Total Bid Price		Units per case	Price per Case	**Peanut extract, etc. (Y/N)
34	French Toast, Whole Grain, Square	serving	2,905							
35	French Toast, Whole Grain, Sticks	serving	0							
36	Pancake, Regular, Whole Wheat/Whole Grain	serving	2,700							
37	Pancake, Whole Wheat, Mini	serving	2,905							
38	Pancake and Sausage-on-Stick	serving	2,905							
39	Pancake, Blueberry and Sausage-On-Stick	serving	0							
40	Quesadilla, Whole Wheat	serving	2,905							
41	Waffle, Whole Wheat, Cinnamon Flavored	serving	2,905							
42	Waffle, Whole Grain/Whole Wheat	serving	2,905							

\* Unit bid price shall be rounded up to the nearest thousandth of a cent (i.e. 3 decimal places or .000)

The following bid is hereby submitted:

Item No.	KAUAI Description	Unit	12-month Estimated Quantity	Manufacturer/Brand Name & Product Code	*Unit Bid Price	Total Bid Price		Units per case	Price per Case	**Peanut extract, etc. (Y/N)
1	(Beef) Patty	serving	37,290							
2	(Beef) Meatballs - flame broiled	serving	46,415							
3	(Beef) Meatloaf Patty	serving	700							
4	Burrito, Beef and Bean	serving	43,057							
5	Chicken Nuggets, Breaded	serving	43,057							
6	Chicken Nuggets, Unbreaded	serving	0							
7	Chicken Patty, Breaded	serving	108,560							
8	Chicken Patty, Unbreaded	serving	0							
9	Chicken Sticks, Breaded	serving	45,647							
10	Chicken Strips, Unbreaded	serving	21,740							
11	Corn Dog On-Stick, whole grain	serving	30,013							
12	Egg Roll, Turkey & VPP	serving	43,057							
13	Fish, Portion, Batter Fried	serving	43,057							
14	Fish, Portion, Breaded (Square)	serving	700							
15	Frankfurters, Beef	serving	61,405							
16	Pork Patty, Breaded (pork chop shaped)	serving	19,195							
17	Pork Rib-Shaped Patty, with BBQ Sauce	serving	700							

\* Unit bid price shall be rounded up to the nearest thousandth of a cent (i.e. 3 decimal places or .000)

The following bid is hereby submitted:

Item No.	KAUAI Description	Unit	12-month Estimated Quantity	Manufacturer/Brand Name & Product Code	*Unit Bid Price	Total Bid Price		Units per case	Price per Case	**Peanut extract, etc. (Y/N)
18	Vegetable Patty	serving	0							
19	Turkey Ham, Fully Cooked, Smoked	lb.	7,652							
20	Turkey Pastrami, Whole	lb.	6,647							
21	Cheese, Mozzarella, Shredded	lb.	7,402							
22	Cheese, Pasteurized Process American, Ribbon Sliced	lb.	3,060							
23	Pepperoni, Sliced, Lowfat	lb.	688							
24	Breakfast Chicken Patty, Breaded	serving	18,788							
25	Breakfast Chicken Patty, Breaded, Hotdog-Shape	serving	23,968							
26	Frankfurter, Beef, Mini Sliders	serving	18,788							
27	(Pork) Sausage, Portuguese, Sliced	serving	35,952							
28	Sausage, Turkey Links	serving	23,968							
29	Sausage, Poultry Patty (Breakfast)	serving	23,968							
30	Sausage, Pork Patty (Breakfast)	serving	11,984							
31	Bagels, Regular Sliced	serving	18,788							
32	Breakfast Pocket Pizza (Cheese)	serving	23,968							
33	English Muffin, Sliced	serving	11,984							

\* Unit bid price shall be rounded up to the nearest thousandth of a cent (i.e. 3 decimal places or .000)

The following bid is hereby submitted:

Item No.	KAUAI Description	Unit	12-month Estimated Quantity	Manufacturer/Brand Name & Product Code	*Unit Bid Price	Total Bid Price		Units per case	Price per Case	**Peanut extract, etc. (Y/N)
34	French Toast, Whole Grain, Square	serving	17,976							
35	French Toast, Whole Grain, Sticks	serving	11,984							
36	Pancake, Regular, Whole Wheat/Whole Grain	serving	11,984							
37	Pancake, Whole Wheat, Mini	serving	11,984							
38	Pancake and Sausage-on-Stick	serving	6,804							
39	Pancake, Blueberry and Sausage-On-Stick	serving	5,180							
40	Quesadilla, Whole Wheat	serving	11,984							
41	Waffle, Whole Wheat, Cinnamon Flavored	serving	11,984							
42	Waffle, Whole Grain/Whole Wheat	serving	11,984							

\*Bidder shall print a copy of the page below for each island Bidder is bidding on.

1. Island-based Facility. Bidder shall provide the following information regarding their facility based on the island specified herein and Point of Contact (POC). (Reference Special Conditions, Bidder Qualifications):

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

E-Mail Address (if applicable) \_\_\_\_\_

Point of Contact \_\_\_\_\_

2. Delivery Schedule. Deliveries shall be scheduled on at least two (2) non-consecutive business (working) days per week per district or geographical. Bidder shall submit information for each district as applicable (Reference Special Conditions, Deliveries):

District or Geographical Area

Delivery Days

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. Refrigerated Delivery Vehicle(s). If applicable, list refrigerated vehicle(s) information (Reference Special Conditions, Deliveries):

Year, Make and Model No., License No. of Vehicles 1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4. Bidder shall provide the exact percentage of the General Excise Tax to be assessed. (Reference Special Conditions, Bid Preparation, Bid Price):

Hawaii State General Excise Tax \_\_\_\_\_ per cent

## SPECIFICATIONS PROTEIN AND BREAKFAST PRODUCTS

These specifications shall apply to all products unless otherwise specified.

**In accordance with Federal Regulations §250.23 Buy American, all food products offered shall be grown, produced or manufactured in the United States.**

All of the following products shall be frozen upon delivery. Items that are specified as individually quick frozen (hereinafter referred to as "IQF") shall be processed following a standard IQF process system. Products shall be frozen in an in-line freezing system that is an integrated part of the processing line which allows the internal temperature of the products to be zero degrees within twenty minutes of entering said in-line freezer.

The use of monosodium glutamate (MSG) is not acceptable as part of the ingredient label of any of the following products.

Information regarding the use of peanuts, peanut oils, peanut extract and other kinds of nuts and derivatives of nuts in the production and processing of any of the specified products shall be noted on the offer pages. Information is required for preparation of restricted meals for special students and is not intended to apply to the regular menus.

Vegetable Protein Product (hereinafter referred to as "VPP") used in any of these products must meet the latest specifications of the United States Department of Agriculture (hereinafter referred to as "USDA") regulations for use in meeting all or part of the meat/meat alternate requirements.

Products requiring Child Nutrition (hereinafter referred to as "CN") label shall be produced under the appropriate USDA Federal inspection program to ensure accuracy in the CN label statement. Products must have the USDA approved CN label and must meet the meal pattern quantity requirements.

All items, except items 21 & 22, shall be pre-cooked and ready to heat and serve. These products shall be suitable for oven preparation.

The manufacturer or brand name, product name and code number, and a production code date shall be clearly marked on the case or packaging material within the case. The production code date shall be identifiable or may be retrieved by a conversion method. Bidder shall provide the manufacturer's method of conversion with bid documents. The Department will not accept any product that exceeds 180 days of the production code date. **Products delivered with expired "use by", "sell by", or "freeze by" dates shall be rejected.** All cases shall be marked to indicate that the product was USDA inspected and approved. Only fish portions shall have cases marked and indicated inspected and approved by United States Department of Commerce (hereinafter referred to as "USDC").

Specifications and conditions pertaining to grading, manufacturing, labeling, packing, food safety, sanitation, and delivering will be in accordance with all applicable Federal, State and County statutes and regulations, and the current Good Manufacturing Practices.

The products shall be wrapped, packed and covered in conventional packaging material so that the products, in each case, are properly protected. The products shall be loose in the frozen state and shall not stick to each other within the packaging material or in poly bags and packed in cases not to exceed 50 pounds.



## **DETAILED SPECIFICATIONS**

### **ITEM NO.**

#### **PROTEIN ITEMS:**

1. **Beef Patty -**  
***Acceptable brands and product number:***

The beef patty shall be made from raw, ground, skeletal beef and may contain an FNS approved VPP. The pre-broiled beef patty shall be at least three (3) and one-half (1/2) inches to four (4) inches in diameter and at least 3/8" thick.

One piece beef patty shall equal one serving. Each serving when heated must provide two (2) ounces meat/meat alternate to meet the CN Meal Pattern requirement, and shall contain not more than 15 grams of total fat.

This product shall have a USDA approved CN label and shall be IQF.

2. **(Beef) Meatballs – flame broiled**  
***Acceptable brand and product number:***

The meatballs shall contain a blend of ground beef (not more than 25 per cent fat) and ground pork (not more than 30 per cent fat). Other allowable ingredients combined with meats are water, bread crumbs, food starch and soy protein concentrate, and flavorings.

Each meatball shall weigh not less than 0.5 ounces. A maximum of five (5) meatballs shall equal one (1) serving. Each serving when cooked must provide two (2) ounces meat/meat alternate to meet the CN Meal Pattern Requirement.

This product shall have a USDA approved CN label and shall be IQF.

3. **(Beef) Meatloaf Patty –**  
***Acceptable brands and product numbers:***

The meatloaf patty shall be made from chopped and formed skeletal cuts of ground beef and blended with meatloaf flavored seasonings. This product may contain FNS approved VPP. Each patty shall have a characteristic of loaf pan shape and shall be suitable for oven preparation (moist and tender).

One (1) patty shall equal one (1) serving. Each serving when cooked must provide two (2)-ounces meat/meat alternate to meet the USDA CN Meal Pattern requirements and shall not weigh less than 2.5 ounces and shall contain not more than 10 grams of total fat.

This product shall have a USDA approved CN label and shall be IQF.

4. **Burrito, Beef and Bean -**  
***Acceptable brand and product number:***

The beef and bean burrito shall have enriched flour tortilla wrapping meeting the minimum of two (2) servings of bread. It shall contain filling made of a typical red chili Mexican style flavor that is not too highly seasoned and beans to meet the meat/meat alternate requirement and may also contain VPP. Some beans shall remain whole and visible in the filling. The filling shall be an appealing reddish-brown color with a smooth blended texture. The filling shall be thick and moist but not runny or watery which allows the burrito to be eaten out-of-hand or easily eaten with a fork. The burrito shall weigh no less than 5.25 ounces.

One (1) piece shall equal one (1) serving. Each serving must provide two (2)-ounces meat/meat alternate to meet the CN Meal Pattern requirements and shall not contain more than twelve (12) grams of total fat.

This product shall have a USDA approved CN label and shall be IQF.

**5. Chicken Nuggets, Breaded -  
*Acceptable brands and product numbers:***

The chicken nuggets shall be made from chicken meat and may contain VPP. The breading shall be made from enriched flour and lightly seasoned.

Not more than five (5) chicken nuggets shall equal one (1) serving. Each serving when cooked, must provide two (2)-ounces meat/meat alternate to meet the CN Meal Pattern requirements and shall not contain more than 18 grams of total fat.

This product shall have a USDA approved CN label and shall be IQF.

**6. Chicken Nuggets, Unbreaded –  
*Acceptable brands and product numbers:***

Chicken nuggets shall be made from chicken meat and may contain FNS approved VPP.

Not more than five (5) chicken nuggets shall equal one (1) serving. Each serving when cooked, must provide two (2)-ounces meat/meat alternate to meet the CN Meal Pattern requirements, and shall not contain more than ten (10) grams of total fat.

This product shall have a USDA approved CN label and shall be IQF.

**7. Chicken Patty; Breaded -  
*Acceptable brands and product numbers:***

The chicken patty shall be made from a blend of dark and white with a minimum of 50 per cent white meat and may contain FNS approved VPP. The breading shall be made from enriched flour and lightly seasoned.

One (1) piece patty shall equal one (1) serving. Each serving when cooked must provide two (2)-ounces meat/meat alternate and contain no more than one (1) serving of grain and bread to meet the CN Meal Pattern requirements. The patty shall not contain more than 18 grams of total fat.

This product shall have a USDA approved CN label and shall be IQF.

**8. Chicken Patty; Unbreaded –  
*Acceptable brands and product numbers:***

The chicken patty shall be made from a blend of dark and white or all white chicken meat and may contain VPP.

One (1) piece patty shall equal one (1) serving. Each serving when cooked, must provide two (2) ounces meat/meat alternate to meet the CN Meal Pattern requirements, and shall not contain more than 12 grams of total fat.

This product shall have a USDA approved CN label and shall be IQF.

9. **Chicken Sticks, breaded –**

***Acceptable brands and product numbers:***

Chicken sticks shall be made from chicken breast and rib meat and/or a blend of 50 per cent white and rib meat. The chicken sticks may contain FNS approved VPP. Each stick shall measure approximately three (3) to four (4) inches in length. The breading shall be lightly seasoned.

A maximum of six (6) cooked breaded chicken sticks shall equal one (1) serving. Each serving when cooked must provide two (2) ounces of meat/meat alternate to meet the CN Meal Pattern Requirements and shall not contain more than 12 grams of total fat.

This product shall have a USDA approved CN label and shall be IQF.

10. **Chicken Strips, Unbreaded -**

***Acceptable brand and product number:***

The chicken strips shall be of dark and white or all white or all dark chicken meat, lightly seasoned.

Two (2) ounce of strips shall equal one (1) serving. Each serving shall provide 2-ounces meat/meat alternate to meet the USDA CN Meal Pattern requirements, and shall not contain more than 5 grams of total fat and not exceed 260 milligrams of sodium.

This product shall have a USDA approved CN label and shall be IQF

11. **Corn Dog On-Stick; whole grain -**

***Acceptable brands and product numbers:***

The Corn Dog shall be made from chicken frankfurters. The frankfurter shall contain mechanically separated chicken meat, water, seasoning, flavoring, and other essential ingredients for conventional curing. The batter shall be made from whole wheat flour, enriched yellow cornmeal and other essential ingredients. The Corn Dog shall be fried in vegetable oil.

Each serving shall weigh not less than four (4) ounces and when heated, must provide two (2) ounces of meat/meat alternate to meet the CN Meal pattern requirements and shall not contain more than 600mg of sodium, thirty percent (30%) of total calories from fat and zero trans fats.

This product shall have a USDA approved CN label and shall be IQF. .

12. **Egg Roll, Turkey & VPP –**

***Acceptable brands and product numbers:***

The egg roll filling shall be made with ground turkey, FNS approved VPP, vegetables and seasoning; the skin shall be made using enriched flour. The egg roll shall be fried in vegetable oil.

One (1) piece shall weigh not less than three (3) ounces and provide at least one (1) ounce meat/meat alternate, 1 serving of bread/grain, and 1/8 cup vegetable to meet the CN Meal pattern requirements and shall contain not more than eight (8) grams of fat and less than 550 mg of sodium.

This product shall have a USDA approved CN label and shall be IQF.

**13. Fish, Portion, Batter Fried -**

***Acceptable brand and product number:***

The fish portion shall be made from 100% Pollock. The fish portion shall have a minimum of 65 percent fish flesh per serving and have a batter covering made of enriched wheat flour and seasonings (not more than 35%). The use of fish flesh that is minced, formed, pressed or extruded is not acceptable.

One (1) piece shall equal one (1) serving and each piece shall measure approximately 7 x 1 x 1 inches. Each serving when cooked must provide two (2) ounces meat/meat alternate to meet the USDA CN Meal Pattern requirements and shall contain not more than eight (8) grams of total fat.

This product shall have a USDA CN label, be IQF and prepared using the HACCP principles.

**14. Fish, Portion, Breaded (Square) -**

***Acceptable brands and product numbers:***

The fish portion shall be made from Whiting or Pollock. The fish portion shall have a minimum of 64 per cent fish flesh. The fish portion should have a light, crisp, breaded covering. The breading shall not to exceed 35 per cent by weight. The use of fish flesh that is minced, formed, pressed or extruded is not acceptable.

One (1) piece shall equal one (1) serving. Each serving when cooked, must provide the two (2)-ounces meat/meat alternate to meet the USDA CN Meal Pattern requirements and shall not contain more than eight (8) grams of total fat.

This product shall have a USDA CN label, be IQF and prepared using the HACCP principles.

**15. Frankfurters, Beef –**

***Acceptable brands and product numbers:***

The beef frankfurter shall contain 100% beef, and shall not contain fillers, such as vegetable protein, milk solids or potato starch, phosphates or other by-products. Allowable ingredients combined with the beef are seasoning, flavoring, and other essential ingredients for conventional curing.

The frankfurter shall have eight (8) links per pound and shall be five (5) and one-half (½) inches to six (6) inches in length.

One (1) piece shall equal one (1) serving. Each serving when heated shall provide 2-ounces meat/meat alternate to meet the USDA CN Meal Pattern requirements and shall contain not more than 16 grams of total fat and not exceed 530 mg of sodium per serving.

This product shall have a USDA approved CN label and shall be IQF.

**16. Pork Patty, breaded (pork chop shaped) –**

***Acceptable brands and product numbers:***

The pork chop shaped patty shall be made from ground pork that shall not contain more than 24 per cent total fat and may contain an FNS approved VPP. The patty shall be shaped as a center cut pork chop and breaded with enriched wheat flour and lightly seasoned.

One (1) piece shall equal one (1) serving. Each serving shall provide two (2) ounces meat/meat alternate to meet the CN meal pattern requirements. Each serving shall not contain more than 18 grams of total fat and 5 grams of saturated fat.

This product shall have a USDA approved CN label and shall be IQF.

**17. Pork Rib-Shaped Patty, with BBQ Sauce**  
***Acceptable brands and product numbers:***

The patty shall be made from pork that shall not contain more than twenty (20) per cent fat and may contain an FNS approved VPP and other essential ingredients consistent for a conventional pork patty.

Each patty shall have a pork rib shaped characteristic and seasoned with a barbeque flavored sauce.

One (1) piece shall equal one (1) serving. Each serving shall weigh not less than 2.75 ounces and shall provide two (2) ounces meat/meat alternate to meet the CN meal pattern requirements. Each serving shall not contain more than 10 grams of total fat and 4 grams of saturated fat.

The product shall have a USDA approved CN label and shall be IQF

**18. Vegetable Patty –**  
***Acceptable brand and product number:***

The vegetable patty shall be made from an FNS approved VPP, blended with flavored seasonings and not more than two (2) per cent soybean oil added as a processing aid. The VPP must meet or exceed USDA regulation on alternate vegetable protein; 7CFR 210, 225, 226 Appendix A.

Each patty shall have a characteristic of a beef patty that measures approximately four (4) inches in diameter and one-half (½) inch thick.

One (1) patty shall equal one (1) serving. Each serving when cooked, must provide two (2)-ounces meat/meat alternate to meet the CN Meal Pattern Requirements and shall weigh not less than 2.5 ounces.

The product shall have a USDA approved CN label and shall be IQF.

**19. Turkey Ham, Fully Cooked, Smoked –**  
***Acceptable brands and product numbers:***

The turkey ham shall be made from cured turkey thigh meat. It shall not contain any organ meats such as liver or heart.

Other allowable ingredients combined with the turkey are water, seasoning, flavoring, and essential ingredients for curing. This product shall contain not more than 6 grams of total fat per 100 grams, fifteen percent (15%) added water and shall be ready-to-eat

The product shall be shaped into slabs and shall be vacuum-packed in poly-bags.

This product shall have a USDA approved CN label.

**20. Turkey Pastrami, Whole –**  
***Acceptable brand and product number:*** Foster Farm 6829 **or equal**

The turkey pastrami shall be made from cured whole muscle and chunked turkey thigh meat. It shall not contain any organ meats such as liver or heart. The turkey pastrami shall be seasoned and cured and shall have a peppered surface.

Other allowable ingredients combined with the turkey are water, seasoning, flavoring, and essential ingredients for conventional curing. Product shall not contain added skin or fat, binders, fillers, or extenders. The product shall not contain more than 8 grams of total fat per 100 grams.

The product shall be shaped into slabs of three (3) to five (5) pounds each. Each slab shall be vacuum-packed in poly-bags and packed two (2) to six (6) slabs per case.

This product shall have a USDA approved CN label.

**21. Cheese, Mozzarella, Shredded –**

***Acceptable brand and product number:*** Schreiber Foods 54242 **or equal**

The mozzarella cheese shall be made from partly skimmed cow's milk and other ingredients such as enzymes and salt. The cheese shall exhibit a smooth, semi-soft, pliable body. The product shall contain a maximum of 18 percent fat.

It shall be packaged in maximum 40-pound case.

**22. Cheese, Pasteurized Process American, Ribbon Sliced –**

***Acceptable brand and product number:***

The American cheese shall be made from the following composition:

Milk fat percentage – not less than fifty percent (50%) by weight of the solids;

Moisture percentage – not more than forty percent (40%);

Salt percentage – not more than two percent (2.0%)

pH Value – range 5.3 – 5.8

Physical Requirements:

Flavor – shall be pleasing and characteristic of process cheese made from mild to medium cured American cheese, and shall be free from undesirable flavors and odors.

Body & Texture – shall be smooth, medium firm, resilient, and free of pinholes, crystals or openings except those caused by trapped steam. Its texture shall be close and free from lumps, graininess, or uncooked particles must slice freely, show not more than slight brittleness or roughness, and the cheese shall not stick to the knife or break when cut into approximately 1/8 inch slices. Each loaf shall contain 160 half-ounce slices that shall be staggered stacked and shall easily separate from the stack.

Color – shall have a uniform medium yellow color and an attractive sheen. No visible signs of mold shall be permitted.

Melt ability – shall have been tested for melt ability in accordance with AMS Methods of Laboratory Analysis, DA Instruction No. 918-RL, section D.1.j., and shall be at Number 3 or higher.

**23. Pepperoni, sliced, lowfat -**

***Acceptable brand and product number:***

The pepperoni shall be made from a combination beef, pork, or textured vegetable protein. It shall not contain any organ meats such as liver or heart. The pepperoni shall be seasoned and flavored with the distinct spice flavoring consistent with a pepperoni sausage.

Twelve (12) to sixteen (16) slices shall equal one ounce. Each serving when heated shall provide one ounce of meat/meat alternate to meet the USDA Meal Pattern requirements and shall not contain more than ten (10) grams of total fat.

This product shall have a USDA approved CN label

## BREAKFAST PRODUCTS:

24. **Breakfast Chicken Patty, breaded -**  
***Acceptable brand and product number:*** Brakebush 5902 or equal

The chicken patty shall be made from chicken breast rib meat and/or a blend with minimum of 50 per cent white meat and may contain some VPP. VPP must be on the FNS approved list. The "breaded" shall be limited to 45 per cent breading.

One (1) cooked breaded breakfast chicken patty shall equal one (1) serving. Each serving when heated, must provide one (1) ounce meat/meat alternate. The patty shall not contain more than ten (10) grams of total fat.

This product shall have a USDA approved CN label and shall be IQF.

25. **Breakfast Chicken Patty, breaded; hotdog-shape -**  
***Acceptable brand and product number:*** Brakebush 5868 or equal

The chicken patty shall be made from chicken breast rib meat and/or a blend with minimum of 50 percent white meat and may contain some VPP. VPP must be on the FNS approved list. The "breaded" shall be limited to 25 per cent breading.

One (1) cooked breaded hot dog shaped chicken patty shall equal one (1) serving. Each serving when heated, must provide one (1)-ounce meat/meat alternate. The patty shall not contain more than six (6) grams of total fat.

This product shall have a USDA approved CN label and shall be IQF.

26. **Frankfurter, Beef, Mini Sliders -**  
***Acceptable brand and product number:***

The beef frankfurter shall contain 100% beef, and shall not contain fillers, such as vegetable protein, milk solids or potato starch, phosphates or other by-products. Allowable ingredients combined with the beef are seasoning, flavoring, and other essential ingredients for conventional curing.

The frankfurter shall have sixteen (16) links per pound and shall be two (2) and one-half (½) inches to three (3) inches in length.

One (1) piece shall equal one (1) serving. Each serving when heated shall provide one (1) ounce meat/meat alternate to meet the USDA CN Meal Pattern requirements and shall contain not more than eight (8) grams of total fat and not exceed 230 mg of sodium per serving.

This product shall have a USDA approved CN label and shall be IQF.

The bun shall be made with enriched wheat flour, ready to eat, approximately three (3) inches in length, to fit a two (2) and one-half (1/2) to three (3) inch frankfurter and a light to medium brown exterior color.

One (1) bun must weigh at least one (1) ounce to meet one (1) serving of the CN Meal Pattern requirement for grains/bread.

**27. (Pork) Sausage, Portuguese, Sliced -**

***Acceptable brand and product number:*** Rego Purity 6086 or equal

The Hawaii-style Portuguese sausage shall be made from chopped and/or ground pork. The seasonings must be blended in the meat mix and have a characteristic of Hawaii-style Portuguese sausage flavor.

The Portuguese sausage shall be a pre-sliced. Each piece shall be at minimum two (2)-inch diameter and 3/8 inch thick. Three (3) to four (4) pieces shall equal one (1) serving. Each serving when heated, must provide the 1-ounce meat/meat alternate to meet the CN Meal Pattern requirements, and shall not contain more than 18 grams of total fat.

The product shall have a USDA approved CN label or a Manufacturer's Certification that validate the product meets the one (1)-ounce meat/meat alternate USDA CN Meal Pattern Requirement.

**28. Sausage, Turkey Links –**

***Acceptable brands and product numbers:***

The turkey sausage link shall be made from chopped and/or ground, formed light and/or dark turkey meat. The seasonings must be blended in the meat mix and have a characteristic of turkey sausage flavor.

Two (2) to three (3) pieces shall equal one (1) serving. Each serving when heated, must provide one (1)-ounce meat/meat alternate to meet the CN Meal Pattern requirements and shall not contain more than ten (10) grams of total fat.

This product shall have a USDA approved CN label and shall be IQF.

**29. Sausage, Poultry Patty (breakfast) -**

***Acceptable brands and product numbers:***

The poultry breakfast sausage patty shall be made from chopped and/or ground poultry. The seasonings must be blended in the meat mix and have a mild sausage flavor.

One (1) patty shall equal one (1) serving. Each heated patty must provide the one (1)-ounce meat/meat alternate to meet the CN Meal Pattern requirements. The total fat content shall not exceed 20 per cent by weight.

This product shall have a USDA approved CN label and shall be IQF.

**30. Sausage, Pork Patty (breakfast) -**

***Acceptable brands and product numbers:***

The pork patty sausage shall be made from ground pork combined with soy or vegetable protein product (SPP/VPP) and sausage seasonings. The VPP must be on the approved FNS list.

The pork patty sausage shall be formed into round or oval patties and be fully cooked. Each patty shall weigh not less than 1.2 oz and shall provide not less than 0.5 ounce meat/meat alternate to meet the CN Meal Pattern requirements.

This product shall have a USDA approved CN label and shall be IQF.



**31. Bagels, Regular Sliced –**

***Acceptable brands and product numbers:***

The bagels shall be made with enriched flour, ready to eat, doughnut-shaped, light to medium brown exterior color, moist and chewy texture with flavor characteristic of a bagel which was cooked in boiling water before baking.

One (1) bagel must weigh at least three (3) and one-half (½) to four (4)-ounces and must meet two (2) servings of the CN Meal Pattern requirement for grains/bread and shall be IQF.

**32. Breakfast Pocket Pizza (Cheese) –**

***Acceptable brand and product number:***

The breakfast pocket shall be made from enriched flour and meet the minimum of one (1) serving of bread. The breakfast pocket shall be a pre-baked pastry like crust with cheese and pizza flavor filling to meet the minimum of one (1) serving of meat or meat alternate.

The breakfast pocket shall weigh no less than two (2)-ounces and shall be rectangle in shape.

One (1) piece shall equal one (1) serving. Each serving must provide one (1)-ounce meat/meat alternate to meet the CN Breakfast Meal Pattern requirements and shall not contain more than ten (10) grams of total fat and zero (0) grams trans fat.

This product shall have a USDA approved CN label and shall be IQF.

**33. English Muffin; Sliced -**

***Acceptable brands and product numbers:***

The muffin shall be made from enriched flour and yeast dough. It shall be pre-cooked to a light to medium exterior color and crust dusted with cornmeal. The muffin shall have a moist and chewy texture, course and open, with flavor characteristic of an English muffin. Each muffin shall be partially sliced in equal portions.

One (1) English muffin must weigh at least two (2)-ounces and must meet one (1) servings of the CN Meal Pattern requirement for grains/bread.

**34. French Toast, whole grain; Square-**

***Acceptable brands and product numbers:***

The French toast shall be made from whole wheat and enriched wheat flour and other essential ingredients. The French toast shall be square in shape and pre-cooked to a light to medium brown exterior color. The French toast shall have a moist and tender texture and contain zero (0) grams trans fat.

One (1) French toast must weigh at least 2.5 ounces with a thickness of at least 10/16 inches and provides at least one (1) serving of the CN Meal Pattern requirement for grains/bread.

This product shall be IQF.

**35. French Toast, whole grain; Sticks**

***Acceptable brands and product numbers:***

The French toast shall be made from whole wheat and enriched wheat flour and other essential ingredients. The French toast shall be a rectangular, stick shape and pre-cooked to a light to medium brown exterior color. The French toast shall have a moist and tender texture and contain zero (0) grams trans fat. The French toast may be glazed for flavor.

Two (2) to three (3) French toast sticks must weigh at least 2.5 ounces with a thickness of at least 10/16 inches and provides at least one (1) serving of the CN Meal Pattern requirement for grains/bread.

This product shall have a USDA approved CN label and shall be IQF.

**36. Pancake, Regular, Whole Wheat/Whole Grain -  
*Acceptable brands and product numbers:***

The pancake shall be made from enriched whole wheat or whole grain flour, characteristic of a "regular", plain pancake. It shall be pre-cooked to a light to medium brown exterior color. The pancake shall be sweet mild flavor, moist and have a tender texture when reheated. The pancake should be flash frozen and packed in a poly bag to retain freshness.

One (1) pancake must weigh at least 1.1 ounce and must meet one (1) serving of the CN grain/bread requirements.

**37. Pancake, Whole Wheat, Mini –  
*Acceptable brand and product number:***

The pancakes shall be made from whole grain pancake batter and other essential ingredients; flavored with artificial flavoring and pre-cooked to a light to medium brown exterior color.

The pancakes shall be individually wrapped in a heat and serve pouch. Each pouch shall contain approximately eight (8) to nine (9) flavored pancakes.

One (1) pouch shall equal one (1) serving. Each serving shall weigh not less than three (3) ounces and provides at least two (2) servings of Grains/Breads to meet the CN Meal Pattern requirement.

**38. Pancake and Sausage-On-Stick –  
*Acceptable brand and product number:***

The pancake shall be made from enriched flour pancake batter. The sausage shall be made from a blend of turkey, chicken, beef, and/or pork and may have other allowable ingredients combined with the meat such as water, seasoning, flavoring and other essential ingredients for conventional curing. The sausage shall be pre-cooked on a stick and dipped in pancake batter for final cooking.

One (1) piece shall equal one (1) serving. Each serving when cooked must provide the 1-ounce meat or meat/alternate to meet the USDA CN Meal Pattern requirements and shall not contain more than 16 grams of total fat. The batter must meet one (1) serving of the CN Grain/Bread requirements.

This product shall have a USDA approved CN label and shall be IQF.

**39. Pancake, Blueberry and Sausage-On-Stick -  
*Acceptable brand and product number:***

The pancake shall be made from enriched flour pancake batter with artificial blueberry and maple flavoring. The sausage shall be made from a blend of turkey, chicken, beef, and/or pork and may have other allowable ingredients combined with the meat such as water, seasoning, flavoring and other essential ingredients for conventional curing. The sausage shall be pre-cooked on a stick and dipped in pancake batter for final cooking.

One (1) piece shall equal one (1) serving. Each serving when cooked must provide the 1-ounce meat or meat/alternate to meet the USDA CN Meal Pattern requirements and shall not contain more than 16 grams of total fat. The batter must meet one (1) serving of the CN Grain/Bread requirements.

**This product shall have a USDA approved CN label and shall be IQF.**

**40. Quesadilla, whole wheat –  
*Acceptable brands and product numbers:***

The quesadilla shall be made from whole wheat and other essential ingredients characteristic of a quesadilla and shall be filled with a mixture of egg, turkey sausage and a combination of low fat mozzarella and reduced fat cheddar cheeses.

The filled quesadilla shall weigh not less than three (3) ounces and shall contain not more than six (6) grams of total fat, zero (0) grams trans fat and shall be individually wrapped in an oven safe pouch.

One (1) pouch shall equal one (1) serving. Each serving shall provide not less than one (1) serving of meat/meat alternate and two (2) servings of Grains/Breads to meet the CN Meal Pattern requirements.

**41. Waffle; whole wheat, cinnamon flavored -  
*Acceptable brand and product number:* Smucker's 33506 **or equal****

The waffle shall be made from whole wheat and enriched wheat flour and other essential ingredients characteristic of a waffle batter; flavored with cinnamon and pre-cooked to a light to medium brown exterior color.

The waffle shall weigh not less than 2.2 ounces and contain not more than nine (9) grams of total fat, zero (0) grams trans fat, and shall be individually wrapped in an oven safe pouch.

One (1) pouch shall equal one (1) serving. Each serving shall weigh not less than 2.2 ounces and provide at least two (2) servings of Grains/Breads to meet the CN Meal Pattern requirement.

**42. Waffle, whole grain/whole wheat -  
*Acceptable brand and product numbers:***

The waffle shall be made from whole grain or whole wheat and other essential ingredients characteristic of a waffle batter and pre-cooked to a light to medium brown exterior color. The waffle should be flash frozen and packed in a poly bag to retain freshness.

The waffle shall weigh not less than 1.1 ounces and contain not more than four (4) grams of total fat and zero (0) grams trans fat.

Each piece shall equal one (1) serving. Each serving shall provide at least one (1) serving of Grains/Breads to meet the CN Meal Pattern requirement.

## **SPECIAL CONDITIONS**

### **GENERAL INFORMATION**

#### **1. Addenda and Interpretations**

Discrepancies, omissions, or questions related to this solicitation shall be communicated in writing to the Department of Education (hereinafter referred to as, "DOE") via facsimile at (808) 675-0133 or e-mail to **Louise\_Yasuda@notes.k12.hi.us** for interpretation and must be received no later than seven (7) calendar days prior to the date fixed for bid opening.

Interpretation(s) if any and any supplemental instructions will be in the form of written addenda that will be made available to all prospective and pre-registered Bidders prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addenda or interpretations shall not relieve the Bidder of any obligation under this solicitation. All addenda issued shall be incorporated into the resulting contract.

#### **2. Scope**

The furnishing and delivery PROTEIN AND BREAKFAST PRODUCTS for various cafeterias of the DOE Statewide as described and specified herein shall be in accordance with these Special Conditions, the Specifications, and the General Conditions, AG-008.

#### **3. Federal Guidelines**

USDA is an equal opportunity provider and employer.

#### **4. State's Commitment**

Pursuant to Section 3-121-6, HAR, it is mandatory that all DOE cafeterias purchase from price lists issued by the DOE Procurement and Contracts Branch. When quality level or product design is not suited to a cafeteria's purpose, however, an exception to purchase outside of the price list may be granted to such cafeteria by the DOE Procurement and Contracts Branch (hereafter referred to as "PCB").

#### **5. Contract Administrator**

For purposes of this contract, Ms. Glenna Owens, Director of the DOE, School Food Services Branch or her duly authorized representative or successor in office is designated Contract Administrator (hereinafter referred to as "CA"). She can be contacted by telephone at (808) 733-8400, by fax at (808) 735-6262 or via e-mail at **Glenna\_Owens@notes.k12.hi.us**.

The CA is responsible for:

- the terms, conditions, quantities, specifications, scope of services, other contract terms, and all decisions relating to the contract;
- monitoring the Contractor's work, documenting that Contractor maintains the required insurance coverage (if applicable), resolving contract disputes and discrepancies, evaluating the work of the Contractor, assuring the services or goods are delivered as required in the contract, and processing payment for services rendered; and
- notifying PCB in the event of change in scope of work, change in the performance period, increase or decrease in total compensation, and/or changes in any other contract terms.

The CA has designated Ms. Joy Paulo as Point-of-Contact (hereafter referred to as "POC") for this contract. As such, the POC should be the initial contact on all matters related to this contract. She can be contacted by telephone at (808) 733-8400, via facsimile at (808) 735-6262, or via e-mail at **Joy\_Paulo@notes.k12.hi.us**.

**6. Award Period**

Award shall be for a twelve (12) month period, beginning July 1, 2010, and ending June 30, 2011. Award may be extended by mutual written agreement for an additional period not to exceed three (3) months at the same bid price(s) and conditions of the original bid.

**BIDDER INFORMATION**

**7. Bidder's Authority to Bid**

The DOE will not participate in determinations regarding a bidder's authority to sell a product or perform a service. If there are any questions or doubts regarding a bidder's right or ability to obtain and sell a product or to render a service, the bidder should resolve those issues prior to submitting a bid. If the bidder's offer meets specifications and is acceptable and the bid price submitted is the lowest bid, the contract will be awarded to that bidder.

**8. Bidder Qualification**

Authorized Distributor

At the time of bidding and during the award period, bidder shall be a manufacturer-authorized distributor of all line items offered. As evidence of this, bidder may be requested to provide documentation from the manufacturer that verifies bidder's status as an authorized distributor.

Warehousing/Delivery Capabilities

At the time of bidding and during the award period, bidder shall maintain a Hawaii-based wholesale or retail business with a permanent office and be compliant with the current Good Manufacturing Practices and have a warehouse capable of stocking an inventory of products. Except for the islands of Molokai and Lanai, this facility shall be located on the island specified on the Offer. Bidder shall designate at least one employee or group of employees as the point of contact for this award. This individual or group shall be capable of answering questions, resolving problems, and providing sales, ordering, and follow-up assistance. As evidence of this, bidder shall provide information regarding its local facility on the appropriate offer page.

The DOE reserves the right to visit and inspect the bidder's warehouse facility to determine acceptability under this requirement.

Bidder shall be capable of delivering products awarded to the various cafeterias on the island(s) specified. Except for Hana and the islands of Molokai and Lanai, deliveries shall be scheduled for at least two (2) non-consecutive business days per week per district or geographical area. (Note: Friday and Monday are considered "consecutive business days" since no business is transacted on Saturday and Sunday.) Bidder shall provide delivery information on the appropriate offer page. At the time of award, the DOE may negotiate the number of delivery days based on the actual amount of the award and the type of products awarded.

In compliance with Title 11, Chapter 12, Hawaii Administrative Rules (HAR) related to Food Safety and Sanitation, deliveries of frozen products shall be made in vehicles with refrigeration systems capable of maintaining the proper frozen state of products delivered.

Bidder shall provide the number of refrigerated delivery vehicles to be used to service this project and the year, make, model number, and license number of refrigerated delivery vehicles on OF-12 for each Island Bidder is bidding. If bidding on multiple Islands, Bidder shall make copies of OF-12 and fill for each Island they are bidding on.

Financial Ability

The State reserves the right to inquire if the prospective bidder has the financial ability, resources, skills, capability, and business integrity necessary to perform the work. The State may submit questions or request information in writing, and the unreasonable failure of the bidder to promptly supply answers or

the requested information may be grounds for a determination of non-responsibility. The State may consider the response or other factors in its review. Thereafter, pursuant to H.R.S. §103D-310 and H.A.R. §3-122-108 and 109, a determination of responsibility or non-responsibility of a bidder to perform the work called for in this solicitation shall be made by the procurement officer on the basis of available information. If the bidder is found to be not fully qualified and able to perform the intended work, a written determination of non-responsibility shall be made by the head of the purchasing agency or their designee.

Failure on the bidder's part to meet all of the above-listed requirements may result in rejection of bid. Further, the DOE reserves the right to reject the bid of any bidder whose past performance has been deemed unsatisfactory, as evidenced by significant instances of documented failure to deliver and/or failure or refusal to resolve complaints

## **9. Responsibility of Bidders**

Bidder is advised that if awarded a contract under this solicitation, Bidder must furnish proof of compliance with the requirements of §103D-310(c), HRS as a pre-requisite to receiving a contract:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Bidder should refer to the "Contract Award" provision for further information regarding the above-mentioned requirements.

## **BID PREPARATION**

### **10. Offer Page OF-1**

Bidder is requested to submit the bid under the company's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable, and to indicate exact legal name in the appropriate space on Offer Page OF-1. Failure to do so may delay proper execution of the contract.

The authorized signature on the Offer Page OF-1 shall be an original signature in ink. If unsigned or if the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Bidder's intent to be bound.

### **11. Taxable Transaction**

Unless the HRS exempts a person from paying the applicable general excise tax, work to be performed under this solicitation is a business activity taxable under Chapter 237, HRS and Chapter 238, HRS, where applicable. Both out-of-state and Hawaii-based companies are advised that the gross receipts derived from this contract are subject to the general excise tax imposed by Chapter 237, HRS, at the current rate and, where applicable, to tangible property imported into the State of Hawaii for resale, subject to the applicable use tax imposed by Chapter 238, HRS.

The "State of Hawaii Information on Hawaii State Taxes Administered by the Department of Taxation", Publication-1 (Revised 2005) is included herein by reference and available online at <http://www.state.hi.us/tax/pubs/pub1.pdf>.

### **12. Tax Exempt Transaction**

If, however, a Bidder is a person exempt by the HRS from paying the general excise tax and therefore not liable for the taxes on this solicitation, Bidder shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.

For evaluation purposes, pursuant to §103D-1008, HRS, a tax-exempt bid submitted in response to a solicitation shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.

### **13. Bid Price**

Unit bid prices shall be based on delivery to destination as follows:

- for Oahu, Hawaii, Maui, and Kauai: unit bid prices shall be based on delivery to school cafeteria; unit bid price shall, upon school's request, include the stacking of delivery items in a previously-cleared storage area;
- for Molokai: unit bid prices shall be based on delivery to Kaunakakai dock;
- for Lanai: unit bid prices shall be based on delivery to Lanai Airport and/or Lanai dock; and
- for Hana: unit bid prices shall be based on prices at shipping point (pick up and delivery to Hana High and Elementary School will be handled by the current Hana courier service provider).

Unit bid prices shall include any and all other costs incurred, except the Hawaii General Excise Tax. The Hawaii GET shall not be included in the unit bid price; GET shall be added to the invoice as a separate line item. On the last of the Offer pages, bidder must indicate the exact percentage of Hawaii General Excise Tax to be assessed on all purchases against this agreement.

Hawaii Container fee and deposit charge shall be included in the unit bid price for all eligible beverage containers.

Bid prices submitted shall be rounded up to the nearest thousandth of a cent (i.e., 3 decimal places or .000), if applicable. All prices submitted shall be based on the units and packaging indicated and shall be the all-inclusive cost to the State; no other charges will be honored. When the bidder's packaging varies from that stated on the offer, bidder shall include packaging information for product bid and the unit bid price shall be based on that package size. The DOE will make the adjustments necessary for evaluation purposes. The DOE reserves the right to reject a product if packing varies significantly from that specified.

### **14. Manufacturer/Brand Name and Product Number**

Bidder shall provide the name of the manufacturer or brand, the manufacturer's product code number, the bidder's label or brand name, and/or any other identifier(s) of each product offered. Failure to do so or the inclusion of remarks such as "as specified" may be sufficient grounds for rejection of bid. If additional space is needed to provide complete product identification, bidder may attach a separate sheet for that purpose. Bidder must also indicate alternate packaging information if other than the packaging listed. The DOE will make necessary adjustments for evaluation purposes.

If any of the called-for elements of product information are missing from the bidder's offer, the DOE will be unable to determine acceptability of products bid. No bidder will be allowed to clarify product identification after bid opening. This is to assure that all bids are submitted under the same conditions and with no opportunity for one bidder to have an advantage over any other bidder after exposure of offers.

### **15. Hawaii Products Preference**

Hawaii Products Preference shall not be factored into any award subject to this solicitation.

#### **16. Product Storage Facility and Handling**

The storage facility and handling of food products shall be in compliance with the Current Good Manufacturing Practices. The food products shall be stored in a sanitary and pest controlled warehouse facility with appropriate storage equipment as specified; freezer for frozen food, refrigerator for cold/chilled food, and dry storage space for non-refrigerated dry/non-perishable food.

In accordance with food safety guidelines, the food products shall be rotated in and out of storage by expiration date. The food products shall be in appropriate holding equipment during transportation and delivery. The Contractor shall insure that frozen and chilled food product temperatures are maintained throughout the delivery and receiving process.

#### **17. Offer Guaranty**

Offer guaranty (bid bond) is not required for this bid solicitation.

#### **PRE-APPROVED ACCEPTABLE PRODUCTS**

#### **18. Acceptable Manufacturer/Brand**

**In the past, solicitations for Proteins included pre-approved acceptable products. In this solicitation the School Food Services Branch has decided to eliminate most of the previously approved products and will request that vendors submit the necessary documents for pre-approval of all products that they would like to consider for award. Parties interested in offering products for pre-approval must submit the following information for each product. Bidders are advised that only pre-approved, acceptable products will be considered for award.**

#### **Step 1 – Documentation**

**Thursday, February 18, 2010 at or before 4:00 p.m. (HST):** Interested parties **must fax a copy** of the following documents to the DOE, PCB, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797. Documents shall include:

1. If applicable, Exhibit A, Data Submission Form – completed and signed;
2. DOE bid item No. and product description on Data Submission Form
3. Manufacturer or brand name, product code number, or other identifier of product
4. Copy of Manufacturer's ingredient label
5. Copy of Nutrient fact sheet, if applicable

**On or around Wednesday, February 24, 2010:** The DOE will provide an addendum listing those products that qualify under Step 1 above shall, and it shall be emailed to all parties that have registered.

#### **Step 2 – Testing and Evaluation**

**Wednesday, March 10, 2010, between 9:00 a.m. and 11:00 a.m.,** interested parties must deliver one (1) case of the qualified product to the Moanalua High School Cafeteria at 2825 Ala Ilima Street, Honolulu, Oahu, 96818.

**Thursday, March 11, 2010, starting at 9:00 a.m.** the DOE school food service managers will conduct taste testing and evaluation of pre-approved products at the Moanalua High School Elementary Cafeteria.

The DOE will pre-qualify and approve only one (1) product code per manufacturer or brand per item. In the event multiple product codes of a single manufacturer are qualified in Step 1, all products will be subject to Step 2 for final selection of a single product code.

**On or around Friday, March 19, 2010:** All products approved by the DOE as an acceptable product shall be listed on an addendum to be issued prior to bid opening and emailed to all parties that have



registered. Any bids for products that have not been pre-approved as acceptable will be automatically rejected.

The burden of proof as to the comparative quality and suitability of alternate products shall be upon the bidder. The DOE shall be the sole judge of acceptability of alternate products and its decision shall be final.

When the product offered is a privately labeled product, a permanent pre-printed impression on the container or on the product itself must identify the product. A label affixed by the manufacturer to identify the product is also acceptable. The mere attaching of an adhesive label by the bidder will not be considered positive identification.

#### **19. Product Information and Sample**

Sample products, product brochures and other information submitted shall become the property of the DOE and may be retained for future reference.

The DOE will be the sole judge as to the comparable quality and acceptability of the proposed item and its decision shall be final. Any item determined by the DOE to be an acceptable equal will be listed in an addendum issued prior to the bid opening date.

Any bid for products that have not been pre-approved as acceptable will be automatically rejected.

#### **BID SUBMITTAL**

#### **20. Submission of Bid**

**Bids shall be submitted in sealed envelopes identified with the IFB number, and the name and address of the bidder.**

Bids shall be received at the DOE, PCB, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797, no later than the date and time stated on the cover page of the IFB. Timely receipt of offers shall be evidenced by the date and time registered by PCB's time stamp clock. Bids received after the deadline shall be returned unopened. All bidders are required to submit the original bid document in its entirety. Copies of these offer pages shall be distributed to other interested parties to facilitate public disclosure of offers. Faxed copies are not accepted. In addition, an electronic version of all Offer pages shall be emailed to [Louise\\_Yasuda@notes.k12.hi.us](mailto:Louise_Yasuda@notes.k12.hi.us) **after the established deadline for bid opening** for preparation of the abstract.

Submission of a bid shall constitute an incontrovertible representation by the bidder of compliance with every requirement of this IFB, and that the IFB documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each bidder must:

1. examine the solicitation documents thoroughly for defects and questionable or objectionable material. Solicitation documents include this IFB, any attachments, plans referred to herein, and any other relevant documentation. Comments must be submitted in writing and received by the DOE, PCB within seven (7) days of start of solicitation. This will allow for issuance of addenda, if necessary, and also prevents against the opening of defective offers.
2. become familiar with State, local, and federal laws, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

Bidder shall submit offer using the exact forms or reproductions of such forms as provided and as otherwise instructed by this IFB. Faxed or electronically submitted offers will not be accepted or acknowledged and will be automatically rejected. The specifications, Special Conditions, General

Conditions and other documents referenced in or attached to the offer shall be considered a part of the offer submitted, whether or not attached to the offer at the time of submission. Such documents shall not be altered in any way; any alterations so made by the bidder may result in rejection of the offer.

An offer that contains any omission, erasure, addition not called for, conditional offer or irregularity of any kind may be rejected. Corrections, if necessary, shall be made by lining out the materials to be corrected and by inserting the correction as close to the line-out as possible. Every such correction must be initialed by the person who signed the offer.

Bidder shall submit his signed offer, together with the offer security when required, in a sealed envelope. The envelope shall be clearly identified with the company's name and address on the upper left corner and the IFB number and due date on the lower left corner.

Bids will be received only until the hour and date set for the opening. Whether or not offers are opened exactly at the established deadline, none will be received after that time. Unless otherwise stated, bidder shall submit only one (1) offer. If more than one offer is submitted, all offers shall be rejected for that item.

## **21. Confidential Information**

If a Bidder believes that any portion of his proposal contains information that should be withheld as confidential, then the PCB should be so advised in writing.

Bidder shall request in writing nondisclosure of designated trade secrets or other proprietary data to be confidential. Such data shall accompany the bid, be clearly marked, and shall be readily separable from the bid in order to facilitate eventual public inspection of the non-confidential portion of the bid.

Pursuant to Section 3-122-58, Hawaii Administrative Rules (HAR), the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with Chapter 92F, Hawaii Revised Statutes (HRS). If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with Section 92F-42(12), HRS.

## **22. Certification of Independent Cost Determination**

By submitting a bid in response to this solicitation, bidder certifies as follows:

1. The costs in this IFB have been arrived at independently, without consultation, communication, or agreement with any other bidder, as to any matter relating to such costs for the purpose of restricting competition.
2. Unless otherwise required by law, the costs which have been quoted in this IFB have not been knowingly disclosed by the bidder prior to award, directly or indirectly, to any other bidder or competitor prior to the award of the contract.
3. No other attempt has been made or will be made by the bidder to indicate any other person or firm to submit or not to submit for the purpose of restricting competition.

## **23. Bid Opening**

All bidders are required to submit the original bid document in its entirety. In addition, an electronic version of all Offer pages shall be emailed to [Louise\\_Yasuda@notes.k12.hi.us](mailto:Louise_Yasuda@notes.k12.hi.us) **after the established deadline for bid opening** for preparation of the abstract. To facilitate public disclosure of offers, electronic copies of the abstract shall be distributed to companies that have registered for the online solicitation; electronic copies of the abstract will also be available upon request to other interested parties.

Electronic forms (fillable Excel spreadsheets) of the Offer pages shall be provided to all registered bidders.

## **24. Acceptance of Bid**

Acceptance of bid, if any, will be made within 60 calendar days after the opening of bids and the prices quoted by the Bidder shall remain firm for the 60 day period.

## **BID EVALUATION**

### **25. Disqualification of Offers**

Any one or more of the following causes will be considered as sufficient for disqualification of the offer:

1. Offer not signed by an authorized individual.
2. More than one offer from an individual, firm, corporation or joint venture under the same or different names.
3. Evidence of collusion among bidders or prices obviously unbalanced, lack of responsibility and cooperation as shown by past work, being in arrears on existing contracts with the State of Hawaii, or defaulting on previous contract(s).
4. Lack of proper equipment and/or sufficient experience to perform the work contemplated.
5. Offer received after specified deadline for opening of offers.
6. Evidence of any noncompliance with any applicable law, any unauthorized additions or deletions, of submission of conditional offer, incomplete offer, or irregularities of any kind which may make the offer incomplete, indefinite, or ambiguous as to its meaning.
7. Lack of responsibility and cooperation shall be based on consistent non-compliance and refusal to resolve previous contract terms and conditions as documented on Vendor Evaluations, Form 5, and submitted to the DOE's PCB.
8. Upon request by the PCB, failure to submit Qualification Questionnaire for Bidders within the time allowed.

### **26. Method of Award**

Award, if any, shall be made:

- on an item basis to the responsive and responsible bidder submitting the lowest **TOTAL BID PRICE per item.**

In case of error in the extension of the total bid price, the unit bid price shall govern. The Procurement Officer shall so correct the error. In cases of difference in packaging size, packing, or yield, award shall be made to the responsive and responsible bidder submitting the lowest evaluated unit bid price.

Normally, award shall be made within 60 calendar days after opening but in no case will award be made until all necessary investigations are made.

The Superintendent reserves the right to cancel or reject this solicitation or all offers in whole or in part when it is in the best interest of the Department or to award the contract to the next lowest bidder or may publish another call for tenders, if the lowest bid is non-responsive to the Department's needs.

### **27. Protest**

Pursuant to §103D-701, HRS and §126, HAR, "Legal and Contractual Remedies", an actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may submit a protest. Any protest shall be submitted in writing to the DOE's Chief Procurement Officer, c/o the Procurement Office at the above address.

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award letter(s), if any, resulting from this solicitation shall be posted in the DOE Procurement and Contracts Branch at the Waipahu Civic Center, 94-275 Mokuola Street, Room 200, Waipahu, Hawaii 96797.

## **AWARD EXECUTION**

### **28. Price List Award**

Formal written contracts and performance bonds will not be required for awards made in response to this bid solicitation. Successful bidders will receive "Notice of Award by Price List" letters to which will be attached the price list indicating item(s) awarded to the successful bidder. This method of award does not waive compliance with the Specifications, Special Conditions, and General Conditions, Form AG-008.

Pursuant to Section 3-121-6, HAR, it is mandatory that schools and offices purchase from price lists issued by the DOE PCB. When quality level or product design is not suited to their purpose, however, an exception to purchase outside of the price list may be granted to such schools and offices by the DOE, PCB.

No work shall be undertaken by the successful bidder prior to issuance of a Notice of Award. The DOE is not liable for any work, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to official starting date.

### **29. Responsibility of Contractor**

Contractor shall furnish proof of compliance with these requirements of §3-122-112, HAR:

- Chapter 237, tax clearance;
- Chapter 383, unemployment insurance;
- Chapter 386, workers' compensation;
- Chapter 392, temporary disability insurance;
- Chapter 393, prepaid health care; and
- One of the following:
  1. Be registered and incorporated or organized under the laws of the State of Hawaii (hereinafter referred to as a "Hawaii business"); or
  2. Be registered to do business in the State of Hawaii (hereinafter referred to as a "compliant non-Hawaii business").

The following documents shall be submitted to the DOE, PCB as proof of compliance with the above-referenced requirements. Each certificate must be valid for six (6) months from the most recent approval date.

#### **1. DOTAX *Tax Clearance Certificate***

- instructions: <http://www.hawaii.gov/tax/2006/a6ins.pdf>
- form: <http://www.hawaii.gov/tax/2006/a6.pdf>;

#### **2. DLIR *Certificate of Compliance* (regarding Unemployment Insurance, Workers' Compensation, Temporary Disability Insurance, and Prepaid Health Care);**

- instructions & form: [http://hawaii.gov/labor/forms/LIR27\\_11-29-04.pdf](http://hawaii.gov/labor/forms/LIR27_11-29-04.pdf)

3. DCCA *Certificate of Good Standing* (sole proprietorships are not required to register with the DCCA and are therefore not required to submit this certificate)

- <http://www.ehawaii.gov/dcca/cogs/exe/cog.cgi>

### **30. Hawaii Compliance Express.**

Alternately, instead of separately obtaining these certificates from each of the respective State departments, Contractors may choose to obtain a *Certificate of Vendor Compliance* through the Hawaii Compliance Express (HCE). This service allows Contractors to register online through a simple wizard interface at <http://vendors.ehawaii.gov/hce/splash/welcome.html>. The *Certificate of Vendor Compliance* provides current compliance status as of the issuance date, satisfies requirements of Chapter 103D-310(c), HRS, and is therefore acceptable for contracting purposes. Contractors that elect to use HCE services are required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

### **31. Timely Submission of All Certificates**

The above certificates should be applied for and submitted to the DOE, PCB as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

### **32. Failure to Execute Award**

Failure to execute a contract as required within ten (10) calendar days or such further time as the Superintendent may allow after the bidder has received the contract for execution shall be just cause for the annulment of the award. The Superintendent may award the contract to the next lowest responsible bidder or may call for other offers, whichever is deemed to be in the best interest of the Department.

### **33. Product Storage Facility and Handling**

The storage facility and handling of food products shall be in compliance with the current Good Manufacturer Practices guidelines. The food products shall be stored in a sanitary and pest controlled warehouse facility with appropriate storage equipment as specified; freezer for frozen food, refrigerator for cold/chilled food, and dry storage space for non-refrigerated dry/non-perishable food.

In accordance with food safety and sanitation guidelines, the food products shall be rotated in and out of storage by expiration date. The food products shall be in appropriate temperature controlled equipment during transportation and delivery. The Contractor shall insure that frozen and chilled food products are constantly at the same temperature to destination.

### **34. Product Liability Insurance**

Product liability insurance is required to protect all parties in cases when an unsafe, adulterated or contaminated product is used or ingested. The Contractor(s) shall have sufficient coverage to make full restitution for any damage caused and all costs incurred. Certificate of insurance shall be submitted upon request and after award.

### **35. Product Quality**

Products furnished under this IFB shall be new and of the best quality of its respective kind. Product shall be free from defects that may render it unfit to use. Damaged or rejected products must be immediately removed from the site and replaced with products of the quality required by these specifications. The DOE also reserves the right to reject any product with a short expiration period. Products shall meet all applicable federal and state regulations.

Failure to replace or to remove any rejected product shall not relieve the Contractor from the

responsibility imposed upon it by the award. No payment, whether partial or final, shall be construed to be an acceptance of unacceptable products.

The DOE may, at any time and by written order, stop the delivery of products not conforming to these specifications. Such stop order shall not relieve the Contractor of its obligation to complete its work within the award time limits, nor shall it in any way terminate, cancel, or abrogate the award or any part thereof.

### **36. Ingredients Listing**

All successful bidder(s) must provide an Ingredients label and a Nutrition Fact label for each item awarded. This information shall be submitted to the School Food Services Program on or before June 30, 2008. This information will assist the program in developing special menus to accommodate special needs students who require diet modifications.

### **37. Quantities**

Although quantities listed are estimated for the period specified, the DOE shall commit to purchasing at least 90 percent of the estimated quantity. Further, the DOE shall have the right to purchase larger quantities at the prices bid. The Contractor may, at his option, request approval from the PCB to terminate any line item when accumulated purchases for that line item exceed the estimated quantity by 10 percent or more. The request to terminate must be in writing to the Procurement Officer and shall be accompanied by documentation evidencing the accumulated purchases (e.g., a listing of the ordering agency, transaction date, and quantity sold). The Procurement Officer will determine the termination date within ten (10) days from date of receipt of the request.

### **38. Sales Reports**

**On or about March 1, 2011**, Contractor shall submit a written sales report to the DOE, SFSB. The report shall list item numbers, a brief description, and the total quantity of each item purchased by the DOE against this award during the period July 1, 2010 to February 15, 2011.

### **39. Orders**

During the award period, orders will be faxed to the Contractors by the various cafeterias of the DOE as products are required. If a Contractor is unable to deliver because product is temporarily out of stock, it shall be the Contractor's responsibility to notify the ordering cafeteria of the shortages on the awarded items at least **three (3) days before the requested delivery date**. All orders received by the Contractor during the award period must be honored and Contractor is obliged to deliver according to the award terms and within the required delivery time.

### **40. Deliveries**

Deliveries of all orders shall be completed within ten (10) business days after receipt of order. For orders received prior to ten (10) business days of requested delivery dates, Contractor shall deliver on the requested delivery date. Deliveries shall be made to the individual cafeterias at locations designated on the orders. The minimum order for delivery shall be FIFTY DOLLARS (\$50.00). The DOE reserves the right to include products from other price lists as well as non-bid items to meet this minimum order requirement. Orders totaling less than FIFTY DOLLARS (\$50.00) shall be made available on a "will call" basis within 24 hours after receipt of order. Delivery of orders totaling less than \$50.00 may be made at the Contractor's option and according to his delivery schedule. Contractor is required to deliver all items outstanding at the end of the award period if order was received during the award period.

Deliveries to DOE school cafeterias shall be made between 6:00 a.m. and 2:00 p.m. Deliveries shall be scheduled for at least two (2) non-consecutive business days per week per district or geographical area. (Note: Friday and Monday are considered "consecutive business days" since no business is transacted on Saturday and Sunday.) Upon the DOE's request, Contractor shall stack delivered cases in a previously-cleared storage area.

All deliveries of refrigerated food products shall be made from refrigerated vehicles as per food safety and sanitation guidelines. The ordering school reserves the right not to accept deliveries made in non-temperature-controlled vehicles.

#### **41. Failure to Deliver**

Contractor shall be obliged to deliver products under this award in accordance with the terms and conditions stated herein. If a Contractor is unable to deliver because product is temporarily out of stock, it shall be the Contractor's responsibility to notify the ordering cafeteria or State agency of the shortages on the awarded items at least three (3) days before the requested delivery date. Contractor shall then obtain prior approval from the DOE, School Food Services Branch and the ordering cafeteria to deliver an acceptable substitute, at the same bid price and under the same terms and conditions of this award. It shall be the Contractor's responsibility to obtain such substitute. In the event a Contractor consistently needs to substitute or refuses to substitute products, the DOE reserves the right to assess liquidated damages or to terminate the award and/or initiate the debarment process pursuant to Chapter 3-126, Legal and Contractual Remedies, HAR.

#### **42. Availability of Funds**

Pursuant to Section 103D-309, HRS, except in certain instances, no contract entered into between the DOE and the Contractor shall be binding or of any force unless the Superintendent certifies that there is an available unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the contract.

The DOE reserves the right to increase or decrease the quantity of any item or to delete any item to be within available funds.

If the contract calls for performance or payment in more than one fiscal year (July 1 to June 30), the Superintendent may certify only that portion of the total funds allocated to satisfy the DOE's obligations for payments in the current fiscal year. In that event, the DOE will not be liable for the unpaid balance beyond the end of the current fiscal year, and availability of funds in excess of the amount certified shall be contingent upon future appropriations or special fund revenues. All partially-funded contracts shall be enforceable only to the extent that funds are certified as available. The DOE agrees to notify the Contractor of such non-allocation at the earliest possible time. The DOE shall not be penalized in the event this provision is exercised. This provision is not meant to permit the DOE to terminate the contract in order to acquire similar equipment from a third party.

#### **43. Vendor and Product Evaluation**

The School Food Services Branch will distribute SFSB Form 12, Evaluation of Goods and Services, to the School Food Service Manager with the issuance of the resulting price list.

Product Evaluation. Upon receipt of complaint, Contractor shall be notified of product quality. Contractor shall follow up with the manufacturer and respond to the School Food Services Branch as to what remedies have or will be taken to correct the problem. If product quality is not corrected and the complaint(s) persist, steps will be taken to delete product from the price list.

Vendor Evaluation. In the event of complaints regarding Contractor's services (i.e. delivery delays, numerous out of stock, failure to notify manager of none delivery, etc.) the School Food Services Branch will notify the Contractor. Within one (1) week of notification, the Contractor shall take corrective measures to resolve the complaint, and inform the School Food Services Branch of action taken. Should the Contractor consistently receive complaints for poor service or refuses to resolve the complaints, the DOE reserves the right to terminate the contract and/or initiate the debarment process pursuant to Chapter 3-125, HAR, Legal and Contractual Remedies.

In the event the DOE must terminate the contract, the DOE shall provide the Contractor a 30-days written notice of termination.

**44. Termination of Contract**

The Department reserves the right to terminate the contract for its convenience and/or for non-compliance if the contractor does not fulfill any of the terms and conditions herein and/or if the Department is not satisfied with the services performed by the Contractor.

In any event, the Department must provide that the Contractor is given a 30-days written notice of termination.

**PAYMENT**

**45. Invoicing**

Upon delivery of products, Contractor shall forward an original and one (1) copies of the invoice directly to the DOE cafeterias or the State agency as listed on the order. Contractor's invoices shall include product descriptions exactly as stated on the DOE price list. Contractor's invoices shall also include the general excise tax.

**46. Payment**

Section 103-10, HRS provides that the State shall have 30 calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the DOE will reject any bid submitted with a condition requiring payment within a shorter period. Further, the DOE will reject any bid with a condition requiring interest payment greater than that allowed by Section 103-10, HRS, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract which requires payment within a shorter period or interest payment not in conformance with statute.

**APPROVALS**

**47. State's General Conditions**

Nothing in the Special Conditions shall supersede the General Conditions attached hereto. The Special Conditions shall serve to supplement the General Conditions, except where a conflict exists between the General Conditions and Special Conditions, in which case the Special Conditions shall apply.

**48. Approvals**

Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.



**EXHIBIT A  
DATA SUBMISSION FORM**

Description: \_\_\_\_\_ Bid Item No. \_\_\_\_\_

Manufacturer/Brand Name: \_\_\_\_\_ Product Code: \_\_\_\_\_

(If required per Specifications) USDA "Approved In Final" CN Label No. \_\_\_\_\_

Case/Package Size: \_\_\_\_\_ lbs. \_\_\_\_\_ ounces \_\_\_\_\_ fl. ounces \_\_\_\_\_ grams \_\_\_\_\_

**One Serving:** \_\_\_\_\_ pieces/serving and/or \_\_\_\_\_ ounces/serving No. of servings/case: \_\_\_\_\_

A value must be entered for each nutrient. If food item does not contain a specific nutrient, enter zero. A nutrient fact label providing the same information requested below, technical specifications with ingredient list **and (if applicable) CN label or Manufacturer's Certification shall be submitted along with this form.**

Nutrients	Value per One Serving	Value per 100 Grams
Water	grams	grams
Calories	kcal	kcal
Protein	grams	grams
Total Fat	grams	grams
Saturated Fat	grams	grams
Carbohydrates	grams	grams
Total Dietary Fiber	grams	grams
Ash	grams	grams
Cholesterol	milligrams	milligrams
Calcium	milligrams	milligrams
Iron	milligrams	milligrams
Sodium	milligrams	milligrams
Vitamin C	milligrams	milligrams
Vitamin A	IU or	IU or
Vitamin A	RE	RE

**I certify** that the above information is correct and accurate to the best of my knowledge.

**Data Form Submitted by:**

Print Name \_\_\_\_\_ Rep. Company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Telephone No. \_\_\_\_\_

**DOE USE ONLY:** ☐ Approved ☐ Rejected Inspected by \_\_\_\_\_

**Sample(s) Submitted by:**

Print Name \_\_\_\_\_ Rep. Company \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_ Telephone No. \_\_\_\_\_

**DOE USE ONLY:** ☐ Acceptable ☐ Rejected Tested/Evaluated by \_\_\_\_\_

Description \_\_\_\_\_ Bid Item No. \_\_\_\_\_

**Instructions for completing Exhibit A:**

A value must be submitted for each required nutrient per one serving, edible portion, in the unit of measure indicated, and rounded to three decimal places indicated on this form.

Nutrient data are to be submitted on the “**as served**” basis for any food that does not have ingredients added in preparation of fat absorbed during preparation.

If a food item gains or loses **fat** during preparation, provide the percentage of **fat** gain or loss when the product is prepared:

\_\_\_\_\_ +/- change

If a food item gains or loses **moisture** during preparation, provide the percentage of **moisture** gain or loss when the product is prepared:

\_\_\_\_\_ +/- change

Fat may be gained or lost in cooking of some foods, thereby changing the caloric value of food. Methods of preparation such as breading, frying or baking affect this fat gain or loss. For example, chicken baked in the oven will lose fat during cooking, while batter-coated or breaded chicken that is deep-fried will gain fat during cooking. If fat is absorbed or gained, calories will be increased. If fat is lost, calories will be decreased. In recipes where a fat gain or loss occurs, the fat changes are limited to those ingredients that are cooked together. For example, a fat in gain occurs in deep-frying of French Fries because fat is absorbed by the ingredients in the food item. Fat is lost from a broiled hamburger patty in which the fat has been drained.

This information will be used to develop and analyze the nutritional content of the recipe.

**COOKING INSTRUCTIONS**

Provide specific instructions for preparation of the product in a convection oven. (If instructions are not provided, School Food Services cooking guide for heating partially thawed products is 350° for 9-10 minutes and shall prevail.)

Oven temperature: \_\_\_\_\_ Time: \_\_\_\_\_

Special instructions: \_\_\_\_\_

I certify that the above information is accurate.

Print Name \_\_\_\_\_ Rep. Company \_\_\_\_\_

Signature \_\_\_\_\_

## GENERAL CONDITIONS

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## GENERAL CONDITIONS

1. Coordination of Services by the STATE. The head of the purchasing agency ("HOPA") (which term includes the designee of the HOPA) shall coordinate the services to be provided by the CONTRACTOR in order to complete the performance required in the Contract. The CONTRACTOR shall maintain communications with HOPA at all stages of the CONTRACTOR'S work, and submit to HOPA for resolution any questions which may arise as to the performance of this Contract. "Purchasing agency" as used in these General Conditions means and includes any governmental body which is authorized under chapter 103D, HRS, or its implementing rules and procedures, or by way of delegation, to enter into contracts for the procurement of goods or services or both.
2. Relationship of Parties: Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of services required under this Contract, the CONTRACTOR is an "independent contractor," with the authority and responsibility to control and direct the performance and details of the work and services required under this Contract; however, the STATE shall have a general right to inspect work in progress to determine whether, in the STATE'S opinion, the services are being performed by the CONTRACTOR in compliance with this Contract. Unless otherwise provided by special condition, it is understood that the STATE does not agree to use the CONTRACTOR exclusively, and that the CONTRACTOR is free to contract to provide services to other individuals or entities while under contract with the STATE.
  - b. The CONTRACTOR and the CONTRACTOR'S employees and agents are not by reason of this Contract, agents or employees of the State for any purpose, and the CONTRACTOR and the CONTRACTOR'S employees and agents shall not be entitled to claim or receive from the State any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
  - c. The CONTRACTOR shall be responsible for the accuracy, completeness, and adequacy of the CONTRACTOR'S performance under this Contract. Furthermore, the CONTRACTOR intentionally, voluntarily, and knowingly assumes the sole and entire liability to the CONTRACTOR'S employees and agents, and to any individual not a party to this Contract, for all loss, damage, or injury caused by the CONTRACTOR, or the CONTRACTOR'S employees or agents in the course of their employment.
  - d. The CONTRACTOR shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the CONTRACTOR by reason of this Contract, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, and (iii) general excise taxes. The CONTRACTOR also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Contract.
  - e. The CONTRACTOR shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, HRS, and shall comply with all requirements thereof. The CONTRACTOR shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid and submit the same to the STATE prior to commencing any performance under this Contract. The CONTRACTOR shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, HRS, and paragraph 17 of these General Conditions.
  - f. The CONTRACTOR is responsible for securing all employee-related insurance coverage for the CONTRACTOR and the CONTRACTOR'S employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

- g. The CONTRACTOR shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- h. The CONTRACTOR shall obtain a certificate of good standing issued by the Department of Commerce and Consumer Affairs, State of Hawaii, in accordance with section 103D-310, HRS, and section 3-122-112, HAR, that is current within six months of the date of issuance.
- i. In lieu of the above certificates from the Department of Taxation, Labor and Industrial Relations, and Commerce and Consumer Affairs, the CONTRACTOR may submit proof of compliance through the State Procurement Office's designated certification process.

3. Personnel Requirements.

- a. The CONTRACTOR shall secure, at the CONTRACTOR'S own expense, all personnel required to perform this Contract.
- b. The CONTRACTOR shall ensure that the CONTRACTOR'S employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Contract, and that all applicable licensing and operating requirements imposed or required under federal, state, or county law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

4. Nondiscrimination. No person performing work under this Contract, including any subcontractor, employee, or agent of the CONTRACTOR, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

5. Conflicts of Interest. The CONTRACTOR represents that neither the CONTRACTOR, nor any employee or agent of the CONTRACTOR, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the CONTRACTOR'S performance under this Contract.

6. Subcontracts and Assignments. The CONTRACTOR shall not assign or subcontract any of the CONTRACTOR'S duties, obligations, or interests under this Contract and no such assignment or subcontract shall be effective unless (i) the CONTRACTOR obtains the prior written consent of the STATE, and (ii) the CONTRACTOR'S assignee or subcontractor submits to the STATE a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR'S assignee or subcontractor have been paid. Additionally, no assignment by the CONTRACTOR of the CONTRACTOR'S right to compensation under this Contract shall be effective unless and until the assignment is approved by the Comptroller of the State of Hawaii, as provided in section 40-58, HRS.

- a. Recognition of a successor in interest. When in the best interest of the State, a successor in interest may be recognized in an assignment contract in which the STATE, the CONTRACTOR and the assignee or transferee (hereinafter referred to as the "Assignee") agree that:

- (1) The Assignee assumes all of the CONTRACTOR'S obligations;
- (2) The CONTRACTOR remains liable for all obligations under this Contract but waives all rights under this Contract as against the STATE; and
- (3) The CONTRACTOR shall continue to furnish, and the Assignee shall also furnish, all required bonds.

- b. Change of name. When the CONTRACTOR asks to change the name in which it holds this Contract with the STATE, the procurement officer of the purchasing agency (hereinafter referred to as the "Agency procurement officer") shall, upon receipt of a document acceptable or satisfactory to the

Agency procurement officer indicating such change of name (for example, an amendment to the CONTRACTOR'S articles of incorporation), enter into an amendment to this Contract with the CONTRACTOR to effect such a change of name. The amendment to this Contract changing the CONTRACTOR'S name shall specifically indicate that no other terms and conditions of this Contract are thereby changed.

- c. Reports. All assignment contracts and amendments to this Contract effecting changes of the CONTRACTOR'S name or novations hereunder shall be reported to the chief procurement officer (CPO) as defined in section 103D-203(a), HRS, within thirty days of the date that the assignment contract or amendment becomes effective.
  - d. Actions affecting more than one purchasing agency. Notwithstanding the provisions of subparagraphs 6a through 6c herein, when the CONTRACTOR holds contracts with more than one purchasing agency of the State, the assignment contracts and the novation and change of name amendments herein authorized shall be processed only through the CPO's office.
- 7. Indemnification and Defense. The CONTRACTOR shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or resulting from the acts or omissions of the CONTRACTOR or the CONTRACTOR'S employees, officers, agents, or subcontractors under this Contract. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Contract.
  - 8. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the CONTRACTOR in connection with this Contract, the CONTRACTOR shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
  - 9. Liquidated Damages. When the CONTRACTOR is given notice of delay or nonperformance as specified in paragraph 13 (Termination for Default) and fails to cure in the time specified, it is agreed the CONTRACTOR shall pay to the STATE the amount, if any, set forth in this Contract per calendar day from the date set for cure until either (i) the STATE reasonably obtains similar goods or services, or both, if the CONTRACTOR is terminated for default, or (ii) until the CONTRACTOR provides the goods or services, or both, if the CONTRACTOR is not terminated for default. To the extent that the CONTRACTOR'S delay or nonperformance is excused under paragraph 13d (Excuse for Nonperformance or Delay Performance), liquidated damages shall not be assessable against the CONTRACTOR. The CONTRACTOR remains liable for damages caused other than by delay.
  - 10. STATE'S Right of Offset. The STATE may offset against any monies or other obligations the STATE owes to the CONTRACTOR under this Contract, any amounts owed to the State of Hawaii by the CONTRACTOR under this Contract or any other contracts, or pursuant to any law or other obligation owed to the State of Hawaii by the CONTRACTOR, including, without limitation, the payment of any taxes or levies of any kind or nature. The STATE will notify the CONTRACTOR in writing of any offset and the nature of such offset. For purposes of this paragraph, amounts owed to the State of Hawaii shall not include debts or obligations which have been liquidated, agreed to by the CONTRACTOR, and are covered by an installment payment or other settlement plan approved by the State of Hawaii, provided, however, that the CONTRACTOR shall be entitled to such exclusion only to the extent that the CONTRACTOR is current with, and not delinquent on, any payments or obligations owed to the State of Hawaii under such payment or other settlement plan.
  - 11. Disputes. Disputes shall be resolved in accordance with section 103D-703, HRS, and chapter 3-126, Hawaii Administrative Rules ("HAR"), as the same may be amended from time to time.
  - 12. Suspension of Contract. The STATE reserves the right at any time and for any reason to suspend this Contract for any reasonable period, upon written notice to the CONTRACTOR in accordance with the provisions herein.
    - a. Order to stop performance. The Agency procurement officer may, by written order to the CONTRACTOR, at any time, and without notice to any surety, require the CONTRACTOR to stop all or any part of the performance called for by this Contract. This order shall be for a specified

period not exceeding sixty (60) days after the order is delivered to the CONTRACTOR, unless the parties agree to any further period. Any such order shall be identified specifically as a stop performance order issued pursuant to this section. Stop performance orders shall include, as appropriate: (1) A clear description of the work to be suspended; (2) Instructions as to the issuance of further orders by the CONTRACTOR for material or services; (3) Guidance as to action to be taken on subcontracts; and (4) Other instructions and suggestions to the CONTRACTOR for minimizing costs. Upon receipt of such an order, the CONTRACTOR shall forthwith comply with its terms and suspend all performance under this Contract at the time stated, provided, however, the CONTRACTOR shall take all reasonable steps to minimize the occurrence of costs allocable to the performance covered by the order during the period of performance stoppage. Before the stop performance order expires, or within any further period to which the parties shall have agreed, the Agency procurement officer shall either:

- (1) Cancel the stop performance order; or
  - (2) Terminate the performance covered by such order as provided in the termination for default provision or the termination for convenience provision of this Contract.
- b. Cancellation or expiration of the order. If a stop performance order issued under this section is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the CONTRACTOR shall have the right to resume performance. An appropriate adjustment shall be made in the delivery schedule or contract price, or both, and the Contract shall be modified in writing accordingly, if:
- (1) The stop performance order results in an increase in the time required for, or in the CONTRACTOR'S cost properly allocable to, the performance of any part of this Contract; and
  - (2) The CONTRACTOR asserts a claim for such an adjustment within thirty (30) days after the end of the period of performance stoppage; provided that, if the Agency procurement officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this Contract.
- c. Termination of stopped performance. If a stop performance order is not cancelled and the performance covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop performance order shall be allowable by adjustment or otherwise.
- d. Adjustment of price. Any adjustment in contract price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

### 13. Termination for Default.

- a. Default. If the CONTRACTOR refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract, or any extension thereof, otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency procurement officer may notify the CONTRACTOR in writing of the delay or non-performance and if not cured in ten (10) days or any longer time specified in writing by the Agency procurement officer, such officer may terminate the CONTRACTOR'S right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency procurement officer may procure similar goods or services in a manner and upon the terms deemed appropriate by the Agency procurement officer. The CONTRACTOR shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b. CONTRACTOR'S duties. Notwithstanding termination of the Contract and subject to any directions from the Agency procurement officer, the CONTRACTOR shall take timely, reasonable, and

necessary action to protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest.

- c. Compensation. Payment for completed goods and services delivered and accepted by the STATE shall be at the price set forth in the Contract. Payment for the protection and preservation of property shall be in an amount agreed upon by the CONTRACTOR and the Agency procurement officer. If the parties fail to agree, the Agency procurement officer shall set an amount subject to the CONTRACTOR'S rights under chapter 3-126, HAR. The STATE may withhold from amounts due the CONTRACTOR such sums as the Agency procurement officer deems to be necessary to protect the STATE against loss because of outstanding liens or claims and to reimburse the STATE for the excess costs expected to be incurred by the STATE in procuring similar goods and services.
- d. Excuse for nonperformance or delayed performance. The CONTRACTOR shall not be in default by reason of any failure in performance of this Contract in accordance with its terms, including any failure by the CONTRACTOR to make progress in the prosecution of the performance hereunder which endangers such performance, if the CONTRACTOR has notified the Agency procurement officer within fifteen (15) days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of a public enemy; acts of the State and any other governmental body in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the CONTRACTOR shall not be deemed to be in default, unless the goods and services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the requirements of the Contract. Upon request of the CONTRACTOR, the Agency procurement officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the CONTRACTOR'S progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the STATE under this Contract. As used in this paragraph, the term "subcontractor" means subcontractor at any tier.
- e. Erroneous termination for default. If, after notice of termination of the CONTRACTOR'S right to proceed under this paragraph, it is determined for any reason that the CONTRACTOR was not in default under this paragraph, or that the delay was excusable under the provisions of subparagraph 13d, "Excuse for nonperformance or delayed performance," the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to paragraph 14.
- f. Additional rights and remedies. The rights and remedies provided in this paragraph are in addition to any other rights and remedies provided by law or under this Contract.

14. Termination for Convenience.

- a. Termination. The Agency procurement officer may, when the interests of the STATE so require, terminate this Contract in whole or in part, for the convenience of the STATE. The Agency procurement officer shall give written notice of the termination to the CONTRACTOR specifying the part of the Contract terminated and when termination becomes effective.
- b. CONTRACTOR'S obligations. The CONTRACTOR shall incur no further obligations in connection with the terminated performance and on the date(s) set in the notice of termination the CONTRACTOR will stop performance to the extent specified. The CONTRACTOR shall also terminate outstanding orders and subcontracts as they relate to the terminated performance. The CONTRACTOR shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated performance subject to the STATE'S approval. The Agency procurement officer may direct the CONTRACTOR to assign the CONTRACTOR'S right, title, and interest under terminated orders or subcontracts to the STATE. The CONTRACTOR must still complete the performance not terminated by the notice of termination and may incur obligations as necessary to do so.



- c. Right to goods and work product. The Agency procurement officer may require the CONTRACTOR to transfer title and deliver to the STATE in the manner and to the extent directed by the Agency procurement officer:

- (1) Any completed goods or work product; and
- (2) The partially completed goods and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called "manufacturing material") as the CONTRACTOR has specifically produced or specially acquired for the performance of the terminated part of this Contract.

The CONTRACTOR shall, upon direction of the Agency procurement officer, protect and preserve property in the possession of the CONTRACTOR in which the STATE has an interest. If the Agency procurement officer does not exercise this right, the CONTRACTOR shall use best efforts to sell such goods and manufacturing materials. Use of this paragraph in no way implies that the STATE has breached the Contract by exercise of the termination for convenience provision.

- d. Compensation.

- (1) The CONTRACTOR shall submit a termination claim specifying the amounts due because of the termination for convenience together with the cost or pricing data, submitted to the extent required by chapter 3-122, HAR, bearing on such claim. If the CONTRACTOR fails to file a termination claim within one year from the effective date of termination, the Agency procurement officer may pay the CONTRACTOR, if at all, an amount set in accordance with subparagraph 14d(3) below.
- (2) The Agency procurement officer and the CONTRACTOR may agree to a settlement provided the CONTRACTOR has filed a termination claim supported by cost or pricing data submitted as required and that the settlement does not exceed the total Contract price plus settlement costs reduced by payments previously made by the STATE, the proceeds of any sales of goods and manufacturing materials under subparagraph 14c, and the Contract price of the performance not terminated.
- (3) Absent complete agreement under subparagraph 14d(2) the Agency procurement officer shall pay the CONTRACTOR the following amounts, provided payments agreed to under subparagraph 14d(2) shall not duplicate payments under this subparagraph for the following:
  - (A) Contract prices for goods or services accepted under the Contract;
  - (B) Costs incurred in preparing to perform and performing the terminated portion of the performance plus a fair and reasonable profit on such portion of the performance, such profit shall not include anticipatory profit or consequential damages, less amounts paid or to be paid for accepted goods or services; provided, however, that if it appears that the CONTRACTOR would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;
  - (C) Costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to subparagraph 14b. These costs must not include costs paid in accordance with subparagraph 14d(3)(B);
  - (D) The reasonable settlement costs of the CONTRACTOR, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract and for the termination of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this Contract. The total sum to be paid the CONTRACTOR under this subparagraph shall not exceed the

total Contract price plus the reasonable settlement costs of the CONTRACTOR reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under subparagraph 14d(2), and the contract price of performance not terminated.

- (4) Costs claimed, agreed to, or established under subparagraphs 14d(2) and 14d(3) shall be in accordance with Chapter 3-123 (Cost Principles) of the Procurement Rules.

15. Claims Based on the Agency Procurement Officer's Actions or Omissions.

- a. Changes in scope. If any action or omission on the part of the Agency procurement officer (which term includes the designee of such officer for purposes of this paragraph 15) requiring performance changes within the scope of the Contract constitutes the basis for a claim by the CONTRACTOR for additional compensation, damages, or an extension of time for completion, the CONTRACTOR shall continue with performance of the Contract in compliance with the directions or orders of such officials, but by so doing, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

- (1) Written notice required. The CONTRACTOR shall give written notice to the Agency procurement officer:

- (A) Prior to the commencement of the performance involved, if at that time the CONTRACTOR knows of the occurrence of such action or omission;
- (B) Within thirty (30) days after the CONTRACTOR knows of the occurrence of such action or omission, if the CONTRACTOR did not have such knowledge prior to the commencement of the performance; or
- (C) Within such further time as may be allowed by the Agency procurement officer in writing.

- (2) Notice content. This notice shall state that the CONTRACTOR regards the act or omission as a reason which may entitle the CONTRACTOR to additional compensation, damages, or an extension of time. The Agency procurement officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Agency procurement officer;

- (3) Basis must be explained. The notice required by subparagraph 15a(1) describes as clearly as practicable at the time the reasons why the CONTRACTOR believes that additional compensation, damages, or an extension of time may be remedies to which the CONTRACTOR is entitled; and

- (4) Claim must be justified. The CONTRACTOR must maintain and, upon request, make available to the Agency procurement officer within a reasonable time, detailed records to the extent practicable, and other documentation and evidence satisfactory to the STATE, justifying the claimed additional costs or an extension of time in connection with such changes.

- b. CONTRACTOR not excused. Nothing herein contained, however, shall excuse the CONTRACTOR from compliance with any rules or laws precluding any state officers and CONTRACTOR from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the Contract.

- c. Price adjustment. Any adjustment in the price made pursuant to this paragraph shall be determined in accordance with the price adjustment provision of this Contract.

16. Costs and Expenses. Any reimbursement due the CONTRACTOR for per diem and transportation expenses under this Contract shall be subject to chapter 3-123 (Cost Principles), HAR, and the following guidelines:

- a. Reimbursement for air transportation shall be for actual cost or coach class air fare, whichever is less.
- b. Reimbursement for ground transportation costs shall not exceed the actual cost of renting an intermediate-sized vehicle.
- c. Unless prior written approval of the HOPA is obtained, reimbursement for subsistence allowance (i.e., hotel and meals, etc.) shall not exceed the applicable daily authorized rates for inter-island or out-of-state travel that are set forth in the current Governor's Executive Order authorizing adjustments in salaries and benefits for state officers and employees in the executive branch who are excluded from collective bargaining coverage.

17. Payment Procedures; Final Payment; Tax Clearance.

- a. Original invoices required. All payments under this Contract shall be made only upon submission by the CONTRACTOR of original invoices specifying the amount due and certifying that services requested under the Contract have been performed by the CONTRACTOR according to the Contract.
- b. Subject to available funds. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Further, all payments shall be made in accordance with and subject to chapter 40, HRS.
- c. Prompt payment.
  - (1) Any money, other than retainage, paid to the CONTRACTOR shall be disbursed to subcontractors within ten (10) days after receipt of the money in accordance with the terms of the subcontract; provided that the subcontractor has met all the terms and conditions of the subcontract and there are no bona fide disputes; and
  - (2) Upon final payment to the CONTRACTOR, full payment to the subcontractor, including retainage, shall be made within ten (10) days after receipt of the money; provided that there are no bona fide disputes over the subcontractor's performance under the subcontract.
- d. Final payment. Final payment under this Contract shall be subject to sections 103-53 and 103D-328, HRS, which require a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid. Further, in accordance with section 3-122-112, HAR, CONTRACTOR shall provide a certificate affirming that the CONTRACTOR has remained in compliance with all applicable laws as required by this section.

18. Federal Funds. If this Contract is payable in whole or in part from federal funds, CONTRACTOR agrees that, as to the portion of the compensation under this Contract to be payable from federal funds, the CONTRACTOR shall be paid only from such funds received from the federal government, and shall not be paid from any other funds. Failure of the STATE to receive anticipated federal funds shall not be considered a breach by the STATE or an excuse for nonperformance by the CONTRACTOR.

19. Modifications of Contract.

- a. In writing. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract permitted by this Contract shall be made by written amendment to this Contract, signed by the CONTRACTOR and the STATE, provided that change orders shall be made in accordance with paragraph 20 herein.
- b. No oral modification. No oral modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract shall be permitted.

- c. Agency procurement officer. By written order, at any time, and without notice to any surety, the Agency procurement officer may unilaterally order of the CONTRACTOR:
    - (A) Changes in the work within the scope of the Contract; and
    - (B) Changes in the time of performance of the Contract that do not alter the scope of the Contract work.
  - d. Adjustments of price or time for performance. If any modification increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, an adjustment shall be made and this Contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined, where applicable, in accordance with the price adjustment clause of this Contract or as negotiated.
  - e. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if written modification of the Contract is not made prior to final payment under this Contract.
  - f. Claims not barred. In the absence of a written contract modification, nothing in this clause shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under this Contract or for a breach of contract.
  - g. CPO approval. If this is a professional services contract awarded pursuant to section 103D-303 or 103D-304, HRS, any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract which increases the amount payable to the CONTRACTOR by at least \$25,000.00 or ten per cent (10%) of the initial contract price, whichever increase is higher, must receive the prior approval of the CPO.
  - h. Tax clearance. The STATE may, at its discretion, require the CONTRACTOR to submit to the STATE, prior to the STATE'S approval of any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Contract, a tax clearance from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the CONTRACTOR have been paid.
  - i. Sole source contracts. Amendments to sole source contracts that would change the original scope of the Contract may only be made with the approval of the CPO. Annual renewal of a sole source contract for services should not be submitted as an amendment.
20. Change Order. The Agency procurement officer may, by a written order signed only by the STATE, at any time, and without notice to any surety, and subject to all appropriate adjustments, make changes within the general scope of this Contract in any one or more of the following:
- (1) Drawings, designs, or specifications, if the goods or services to be furnished are to be specially provided to the STATE in accordance therewith;
  - (2) Method of delivery; or
  - (3) Place of delivery.
- a. Adjustments of price or time for performance. If any change order increases or decreases the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in the Contract price made pursuant to this provision shall be determined in accordance with the price adjustment provision of this Contract. Failure of the parties to agree to an adjustment shall not excuse the CONTRACTOR from proceeding with the Contract as changed, provided that the Agency procurement officer promptly and duly makes the provisional adjustments in payment or time for performance as may be reasonable. By

proceeding with the work, the CONTRACTOR shall not be deemed to have prejudiced any claim for additional compensation, or any extension of time for completion.

- b. Time period for claim. Within ten (10) days after receipt of a written change order under subparagraph 20a, unless the period is extended by the Agency procurement officer in writing, the CONTRACTOR shall respond with a claim for an adjustment. The requirement for a timely written response by CONTRACTOR cannot be waived and shall be a condition precedent to the assertion of a claim.
- c. Claim barred after final payment. No claim by the CONTRACTOR for an adjustment hereunder shall be allowed if a written response is not given prior to final payment under this Contract.
- d. Other claims not barred. In the absence of a change order, nothing in this paragraph 20 shall be deemed to restrict the CONTRACTOR'S right to pursue a claim under the Contract or for breach of contract.

21. Price Adjustment.

- a. Price adjustment. Any adjustment in the contract price pursuant to a provision in this Contract shall be made in one or more of the following ways:
  - (1) By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  - (2) By unit prices specified in the Contract or subsequently agreed upon;
  - (3) By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
  - (4) In such other manner as the parties may mutually agree; or
  - (5) In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles and applicable sections of chapters 3-123 and 3-126, HAR.
- b. Submission of cost or pricing data. The CONTRACTOR shall provide cost or pricing data for any price adjustments subject to the provisions of chapter 3-122, HAR.

22. Variation in Quantity for Definite Quantity Contracts. Upon the agreement of the STATE and the CONTRACTOR, the quantity of goods or services, or both, if a definite quantity is specified in this Contract, may be increased by a maximum of ten per cent (10%); provided the unit prices will remain the same except for any price adjustments otherwise applicable; and the Agency procurement officer makes a written determination that such an increase will either be more economical than awarding another contract or that it would not be practical to award another contract.

23. Changes in Cost-Reimbursement Contract. If this Contract is a cost-reimbursement contract, the following provisions shall apply:

- a. The Agency procurement officer may at any time by written order, and without notice to the sureties, if any, make changes within the general scope of the Contract in any one or more of the following:
  - (1) Description of performance (Attachment 1);
  - (2) Time of performance (i.e., hours of the day, days of the week, etc.);
  - (3) Place of performance of services;

- (4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the STATE in accordance with the drawings, designs, or specifications;
  - (5) Method of shipment or packing of supplies; or
  - (6) Place of delivery.
- b. If any change causes an increase or decrease in the estimated cost of, or the time required for performance of, any part of the performance under this Contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this Contract, the Agency procurement officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the Contract accordingly.
  - c. The CONTRACTOR must assert the CONTRACTOR'S rights to an adjustment under this provision within thirty (30) days from the day of receipt of the written order. However, if the Agency procurement officer decides that the facts justify it, the Agency procurement officer may receive and act upon a proposal submitted before final payment under the Contract.
  - d. Failure to agree to any adjustment shall be a dispute under paragraph 11 of this Contract. However, nothing in this provision shall excuse the CONTRACTOR from proceeding with the Contract as changed.
  - e. Notwithstanding the terms and conditions of subparagraphs 23a and 23b, the estimated cost of this Contract and, if this Contract is incrementally funded, the funds allotted for the performance of this Contract, shall not be increased or considered to be increased except by specific written modification of the Contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract.
24. Confidentiality of Material.
- a. All material given to or made available to the CONTRACTOR by virtue of this Contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
  - b. All information, data, or other material provided by the CONTRACTOR to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, HRS.
25. Publicity. The CONTRACTOR shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, including the HOPA, the CPO, the Agency procurement officer, or to the services or goods, or both, provided under this Contract, in any of the CONTRACTOR'S brochures, advertisements, or other publicity of the CONTRACTOR. All media contacts with the CONTRACTOR about the subject matter of this Contract shall be referred to the Agency procurement officer.
26. Ownership Rights and Copyright. The STATE shall have complete ownership of all material, both finished and unfinished, which is developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract, and all such material shall be considered "works made for hire." All such material shall be delivered to the STATE upon expiration or termination of this Contract. The STATE, in its sole discretion, shall have the exclusive right to copyright any product, concept, or material developed, prepared, assembled, or conceived by the CONTRACTOR pursuant to this Contract.
27. Liens and Warranties. Goods provided under this Contract shall be provided free of all liens and provided together with all applicable warranties, or with the warranties described in the Contract documents, whichever are greater.

28. Audit of Books and Records of the CONTRACTOR. The STATE may, at reasonable times and places, audit the books and records of the CONTRACTOR, prospective contractor, subcontractor, or prospective subcontractor which are related to:
- a. The cost or pricing data, and
  - b. A state contract, including subcontracts, other than a firm fixed-price contract.
29. Cost or Pricing Data. Cost or pricing data must be submitted to the Agency procurement officer and timely certified as accurate for contracts over \$100,000 unless the contract is for a multiple-term or as otherwise specified by the Agency procurement officer. Unless otherwise required by the Agency procurement officer, cost or pricing data submission is not required for contracts awarded pursuant to competitive sealed bid procedures.
- If certified cost or pricing data are subsequently found to have been inaccurate, incomplete, or noncurrent as of the date stated in the certificate, the STATE is entitled to an adjustment of the contract price, including profit or fee, to exclude any significant sum by which the price, including profit or fee, was increased because of the defective data. It is presumed that overstated cost or pricing data increased the contract price in the amount of the defect plus related overhead and profit or fee. Therefore, unless there is a clear indication that the defective data was not used or relied upon, the price will be reduced in such amount.
30. Audit of Cost or Pricing Data. When cost or pricing principles are applicable, the STATE may require an audit of cost or pricing data.
31. Records Retention.
- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
  - (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.
32. Antitrust Claims. The STATE and the CONTRACTOR recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the purchaser. Therefore, the CONTRACTOR hereby assigns to STATE any and all claims for overcharges as to goods and materials purchased in connection with this Contract, except as to overcharges which result from violations commencing after the price is established under this Contract and which are not passed on to the STATE under an escalation clause.
33. Patented Articles. The CONTRACTOR shall defend, indemnify, and hold harmless the STATE, and its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorneys fees, and all claims, suits, and demands arising out of or resulting from any claims, demands, or actions by the patent holder for infringement or other improper or unauthorized use of any patented article, patented process, or patented appliance in connection with this Contract. The CONTRACTOR shall be solely responsible for correcting or curing to the satisfaction of the STATE any such infringement or improper or unauthorized use, including, without limitation: (a) furnishing at no cost to the STATE a substitute article, process, or appliance acceptable to the STATE, (b) paying royalties or other required payments to the patent holder, (c) obtaining proper authorizations or releases from the patent holder, and (d) furnishing such security to or making such arrangements with the patent holder as may be necessary to correct or cure any such infringement or improper or unauthorized use.

34. Governing Law. The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Contract shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
35. Compliance with Laws. The CONTRACTOR shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the CONTRACTOR'S performance of this Contract.
36. Conflict Between General Conditions and Procurement Rules. In the event of a conflict between the General Conditions and the procurement rules, the procurement rules in effect on the date this Contract became effective shall control and are hereby incorporated by reference.
37. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the CONTRACTOR relative to this Contract. This Contract supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall have no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the CONTRACTOR other than as set forth or as referred to herein.
38. Severability. In the event that any provision of this Contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Contract.
39. Waiver. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Contract shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE'S right to enforce the same in accordance with this Contract. The fact that the STATE specifically refers to one provision of the procurement rules or one section of the Hawaii Revised Statutes, and does not include other provisions or statutory sections in this Contract shall not constitute a waiver or relinquishment of the STATE'S rights or the CONTRACTOR'S obligations under the procurement rules or statutes.
40. Pollution Control. If during the performance of this Contract, the CONTRACTOR encounters a "release" or a "threatened release" of a reportable quantity of a "hazardous substance," "pollutant," or "contaminant" as those terms are defined in section 128D-1, HRS, the CONTRACTOR shall immediately notify the STATE and all other appropriate state, county, or federal agencies as required by law. The Contractor shall take all necessary actions, including stopping work, to avoid causing, contributing to, or making worse a release of a hazardous substance, pollutant, or contaminant, and shall promptly obey any orders the Environmental Protection Agency or the state Department of Health issues in response to the release. In the event there is an ensuing cease-work period, and the STATE determines that this Contract requires an adjustment of the time for performance, the Contract shall be modified in writing accordingly.
41. Campaign Contributions. The CONTRACTOR is hereby notified of the applicability of 11-205.5, HRS, which states that campaign contributions are prohibited from specified state or county government contractors during the terms of their contracts if the contractors are paid with funds appropriated by a legislative body.
42. Confidentiality of Personal Information.
- a. Definitions.
- "Personal information" means an individual's first name or first initial and last name in combination with any one or more of the following data elements, when either name or data elements are not encrypted:
- (1) Social security number;
  - (2) Driver's license number or Hawaii identification card number; or



- (3) Account number, credit or debit card number, access code, or password that would permit access to an individual's financial information.

Personal information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"Technological safeguards" means the technology and the policy and procedures for use of the technology to protect and control access to personal information.

b. Confidentiality of Material.

- (1) All material given to or made available to the CONTRACTOR by the STATE by virtue of this Contract which is identified as personal information, shall be safeguarded by the CONTRACTOR and shall not be disclosed without the prior written approval of the STATE.
- (2) CONTRACTOR agrees not to retain, use, or disclose personal information for any purpose other than as permitted or required by this Contract.
- (3) CONTRACTOR agrees to implement appropriate "technological safeguards" that are acceptable to the STATE to reduce the risk of unauthorized access to personal information.
- (4) CONTRACTOR shall report to the STATE in a prompt and complete manner any security breaches involving personal information.
- (5) CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR because of a use or disclosure of personal information by CONTRACTOR in violation of the requirements of this paragraph.
- (6) CONTRACTOR shall complete and retain a log of all disclosures made of personal information received from the STATE, or personal information created or received by CONTRACTOR on behalf of the STATE.

c. Security Awareness Training and Confidentiality Agreements.

- (1) CONTRACTOR certifies that all of its employees who will have access to the personal information have completed training on security awareness topics relating to protecting personal information.
- (2) CONTRACTOR certifies that confidentiality agreements have been signed by all of its employees who will have access to the personal information acknowledging that:
  - (A) The personal information collected, used, or maintained by the CONTRACTOR will be treated as confidential;
  - (B) Access to the personal information will be allowed only as necessary to perform the Contract; and
  - (C) Use of the personal information will be restricted to uses consistent with the services subject to this Contract.

d. Termination for Cause. In addition to any other remedies provided for by this Contract, if the STATE learns of a material breach by CONTRACTOR of this paragraph by CONTRACTOR, the STATE may at its sole discretion:

- (1) Provide an opportunity for the CONTRACTOR to cure the breach or end the violation; or
- (2) Immediately terminate this Contract.

In either instance, the CONTRACTOR and the STATE shall follow chapter 487N, HRS, with respect to notification of a security breach of personal information.

e. Records Retention.

- (1) Upon any termination of this Contract or as otherwise required by applicable law, CONTRACTOR shall, pursuant to chapter 487R, HRS, destroy all copies (paper or electronic form) of personal information received from the STATE.
- (2) The CONTRACTOR and any subcontractors shall maintain the files, books, and records that relate to the Contract, including any personal information created or received by the CONTRACTOR on behalf of the STATE, and any cost or pricing data, for at least three (3) years after the date of final payment under the Contract. The personal information shall continue to be confidential and shall only be disclosed as permitted or required by law. After the three (3) year, or longer retention period as required by law has ended, the files, books, and records that contain personal information shall be destroyed pursuant to chapter 487R, HRS or returned to the STATE at the request of the STATE.